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Attached contracts are not in electronic format and are not "source" documents.

August 18, 2008

Ms. Reneé Jenkins Secretary, Public Utilities Commission of Ohio 180 East Broad Street, 13th Floor Columbus, Ohio 43215-3793

RE:

Case No. 08-1017-TP-CTR

Buckeye Telesystem, Inc. Approval of 16 Contracts

Dear Ms. Jenkins:

Please find attached an electronic copy of a completed Telecommunications Application Form and 16 contracts between Buckeye TeleSystem, Inc. and 16 End Use Business Customers. Pursuant to the Commission's policy, we have redacted the name, address and any other information which might identify the customers. These contracts are for switched services. Also enclosed is an affidavit of Thomas K. Dawson.

If you have any questions, please feel free to call me. Thank you in advance for your cooperation.

Sincerely yours,

/s/

Stephen M. Howard Attorneys for Buckeye Telesystem, Inc.

SMH/jab Enclosures

cc:

Thomas K. Dawson

CINCINNATI

The Public Utilities Commission of Ohio TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS

(Effective: 09/19/2007) (Pursuant to Case No. 06-1345-TP-ORD)

TRF Docket No. 90- <u>9037 - TP-TRF</u>

Case No. <u>08</u> - <u>1017</u> -**TP** - <u>CTR</u>

In the Matter of the Application of <u>Buckeye TeleSystem, Inc.</u>) to approve certain contracts

to approve certain contracts

	j	NOTE: Unless you hat leave the "Case No" for		ase # or ar	e filing a Contract,
Name of Registrant(s) <u>Buckeye TeleSystem</u> , <u>I</u> DBA(s) of Registrant(s) <u>Buckeye TeleSystem</u> Address of Registrant(s) <u>5555 Airport Highwa</u>	y, Suite 110 Toledo,	Ohio 43615			
Company Web Address <u>www.buckeyetelesyst</u> Regulatory Contact Person(s) <u>Thomas K. Daw</u>		Phone <u>419-7</u>	<u>724-9802</u>	Fax <u>4</u>	19-724-7074
Regulatory Contact Person's Email Address <u>t</u> Contact Person for Annual Report <u>Thomas K.</u>		system.com		Phone 4	19-724-9802
Address (if different from above) Consumer Contact Information <u>Lauri Christy</u> Address (if different from above) <u>4818 Angols</u>	a Road Toledo, Ohi	o 43615		Phone 4	19-724-3866
Motion for protective order included with filin Motion for waiver(s) filed affecting this case?	g? 🗌 Yes 🔯 No		y automatic ti	imeframe	·.]
Section I – Pursuant to Chapter 4901:11 submitting this form by checking the both NOTES: (1) For requirements for various applicated supplemental application form noted. (2) Information regarding the number of copies requivaries on the docketing information division at the offices of the Commission.	oxes below. CMRS plons, see the identified security of the Commission	providers: Please see tion of Ohio Administrati may be obtained from the	the bottom ive Code Section: Commission's	of Sectio n 4901 an web site a	on II. d/or the at
Carrier Type Other (explain below)	☐ ILEC		C	TS	AOS/IOS
Tier 1 Regulatory Treatment					
Change Rates within approved Range	TRF 1-6-04(B) (0 day Notice)	TRF 1-6-04(B) (0 day Notice)			
New Service, expanded local calling area,	ZTA 1-6-04(B) (0 day Notice)	ZTA 1-6-04(B) (0 day Notice)			
Change Terms and Conditions, Introduce non-recurring service charges	ATA 1-6-04(B) (Auto 30 days)	ATA 1-6-04(B) (Auto 30 days)			
Introduce or Increase Late Payment or Returned Check Charge	☐ ATA <i>1-6-04(B)</i> (Auto 30 days)	☐ ATA <i>1-6-04(B)</i> (Auto 30 days)			
Business Contract	CTR 1-6-17 (0 day Notice)				
Withdrawal	∐ ATW 1-6-12(A) (Non-Auto)	ATW 1-6-12(A) (Auto 30 days)			
Raise the Ceiling of a Rate	Not Applicable	SLF <i>1-6-04(B)</i> (Auto 30 days)			
Tier 2 Regulatory Treatment	Line and market himself and the second secon	20 27 Ministration (1997)			
Residential - Introduce non-recurring service charges	TRF 1-6-05(E) (0 day Notice)	☐ TRF <i>1-6-05(E)</i> (0 day Notice)			
Residential - Introduce New Tariffed Tier 2 Service(s)	TRF 1-6-05(C) (0 day Notice)	TRF 1-6-05(C) (0 day Notice)	TRF 1-		
Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal	TRF 1-6-05(E) (0 day Notice)	☐ TRF <i>1-6-05(E)</i> (0 day Notice)	☐ TRF 1- (0 day Notice	6-05(E)	
Residential - Tier 2 Service Contracts	☐ CTR <i>1-6-17</i> (0 day Notice)	CTR 1-6-17 (0 day Notice)	CTR 1- (0 day Notice		
Commercial (Business) Contracts	Not Filed	Not Filed	Not Filed		
Business Services (see "Other" below)	Detariffed	Detariffed	Detariffed		
Residential & Business Toll Services (see "Other" below)	Detariffed	Detariffed	Detariffed		

Section I - Part II - Certificate Status and Procedural

			The Colored Color of the Colored Color	The state of the s	the state of the s	
Certificate	Status	ILEC	CLEC	CTS	AOS/IOS	
Certificatio	n (See Supplemental ACE form)		☐ ACE 1-6-10 (Auto 30 days)	☐ ACE <i>1-6-10</i> (Auto 30 days)	ACE 1-6-10 (Auto 30 days)	
Add Excha	inges to Certificate	☐ ATA <i>1-6-09(C)</i> (Auto 30 days)	☐ AAC <i>1-6-10(F)</i> (0 day Notice)	CLECs must attach a c Exchange Listing Form	production of the state of the	
Abandon a	III Services - With Customers	☐ ABN 1-6-11(A) (Non-Auto)	☐ ABN <i>1-6-11(A)</i> (Auto 90 day)	☐ ABN <i>1-6-11(B)</i> (Auto 14 day)	☐ ABN <i>1-6-11(B)</i> (Auto 14 day)	
Abandon a Customers	ıll Services - Without s		ABN <i>1-6-11(A)</i> (Auto 30 days)	☐ ABN <i>1-6-11(B)</i> (Auto 14 day)	☐ ABN <i>1-6-11(B)</i> (Auto 14 day)	
Change of	Official Name	☐ ACN <i>1-6-14(B)</i> (Auto 30 days)	☐ ACN <i>1-6-14(B)</i> (Auto 30 days)	CIO 1-6-14(A) (0 day Notice)	CIO 1-6-14(A) (0 day Notice)	
Change in	Ownership	ACO 1-6-14(B) (Auto 30 days)	☐ ACO <i>1-6-14(B)</i> (Auto 30 days)	CIO 1-6-14(A) (0 day Notice)	CIO 1-6-14(A) (0 day Notice) (
Merger		☐ AMT 1-6-14(B) (Auto 30 days)	☐ AMT <i>1-6-14(B)</i> (Auto 30 days)	CIO 1-6-14(A) (0 day Notice)	CIO 1-6-14(A) (0 day Notice)	
Transfer a		☐ ATC <i>1-6-14(B)</i> (Auto 30 days)	ATC 1-6-14(B) (Auto 30 days)	CIO 1-6-14(A) (0 day Notice)	CIO 1-6-14(A) (0 day Notice)	
	n for transfer or lease of lant or business	☐ ATR <i>1-6-14(B)</i> (Auto 30 days)	☐ ATR <i>1-6-14(B)</i> (Auto 30 days)	CIO 1-6-14(A) (0 day Notice)	CIO <i>1-6-14(A)</i> (0 day Notice)	
Procedura	al .					
	n of Process Agent(s)	☐ TRF (0 day Notice)	TRF (0 day Notice)	☐ TRF (0 day Notice)	TRF (0 day Notice)	
	on I applications that result exhibits. Other exhibits m				minimum, the	
Exhibit	Description:					
Α	The tariff pages subject to the	e proposed change(s)	as they exist before	e the change(s)		
В						
С	A short description of the nat	ure of the change(s),	the intent of the cha	nge(s), and the cus	tomers affected.	
D	A copy of the notice provided to the applicable rule(s).	to customers, along	with an affidavit that	the notice was prov	vided according	
Section II – Carrier to Carrier (Pursuant to 95-845-TP-COI), CMRS and Other						
	- Carrier to Carrier (Pursua	nt to 95-845-TP-CO	I), CMRS and Oth	er		
Carrier to		nt to 95-845-TP-CO	I), CMRS and Oth	er	S. Francisco	
		ILEC NAG	CLEC NAG	er	S-Pro-10-1742	
Interconne	<u>Carrier</u>	ILEC	CLEC	er	0.500.004	
Interconne amendmer	Carrier ction agreement, or	ILEC NAG	CLEC NAG (Auto 90 day) ARB (Non-Auto)	er		
Interconne amendmer Request fo	Carrier ction agreement, or nt to an approved agreement	ILEC NAG (Auto 90 day) ARB	CLEC NAG (Auto 90 day) ARB	er		

*NOTE: During the interim period between the effective date of the rules and an Applicant's Detariffing Filing, changes to existing business Tier 2 and all toll services, including the addition of new business Tier 2 and all new toll services, will be processed as 0-day TRF filings, and briefly described in the "Other" section above.

[Registration & Change in Operations]

□ UNC

(Non-Auto)

(Non-Auto)

UNC

NAG

(Auto 90 days)

[Interconnection Agreement or Amendment]

(Auto 30 day)

UNC

(Non-Auto)

UNC

(Non-Auto)

RCC

(0 day)

pursuant to 07-464-TP-COI

carrier supension or modifiction

conditions and price changes.

Other* (explain) _

Request rural carrier exemption, rural

Pole attachment changes in terms and

CMRS Providers See 4901:1-6-15

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, <u>Buckeye TeleSystem, Inc.</u> (Name)

, and am authorized to make this statement on its behalf.

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) 8-14-08

at (Location) Toledo, Ohio

*Signature and Tell Vice President

This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the
applicant.

VERIFICATION

I, Thomas K. Dawson

verify that I have utilized the Telecommunications Application Form for Routine Proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

*(Signature and Title) Homes K. Cleevo

Vice President

(Date) 8-14-08

*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

Public Utilities Commission of Ohio Attention: Docketing Division 180 East Broad Street, Columbus, OH 43215-3793

Or

Make such filing electronically as directed in Case No 06-900-AU-WVR

AFFIDAVIT

STATE OF OHIO)
) ss:
COUNTY OF LUCAS)

I, Thomas K. Dawson, Vice President of Buckeye TeleSystem, Inc. being first duly sworn, state under oath that the total price of each contract submitted in this filing exceeds the total cost of regulated services under this same contract or contracts in this filing.

Thomas K. Dawson Vice President

Sworn and subscribed before me in my presence this 15th day of August 2008.

M SECTION M

PENNY KAY PERRINE
Notary Public, State of Ohio
My Commission Expires 05-23-2913 tary Public

My Commission expires 05/23/12.



PROTECTION OF THE STATE

Bill Name				
Sec Bill Name		•		
Bill Address	i,	<u>.</u>		
Fir/Roor				
City/Sta				-
Zi _ì				٠
Billing Contact				
Contact Tel #		•		
Sales Rep		T	fax Exempt: No	
	Schedule	Attached	Term	
` <u> </u>	Schedule Switched Local Services	Attached X	Term 36 Months	
`	Schedule Switched Local Services National/Long Distance Services	Attached X	Term 36 Months MMNThe	
	Switched Local Services	/****		
,	Switched Local Services National/Long Distance Services	/****		

The information contained herein is confidential and proprietary and should not be disclosed.

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Date

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Buckeye TeleSystem, Inc. Retail Master Terms and Conditions

These Master Terms and Conditions are a part of and incorporated into the Retail Master Service Agreement between Buckeye TeleSystem, Inc. ("BTS") and Customer.

<u>Definitions</u>: In addition to definitions provided in filed tariffs and published telecommunications competitive service guides and supplied elsewhere in this Agreement, the following words shall have the meanings:

Authorized Service is to be solely consumed by the commercial business (end user) and is not for resale.

<u>Dedicated</u>
Long Distance Service provided via a Special Access Circuit.

<u>Demarcation</u>
Point at which the service provider network ends and connects with the wiring/distribution at the

customer premise

FX Foreign Exchange is a number foreign to a central office and is not provided E-911 service..

Line Commercial Business Line or Digital/Basic Rate Interface Line level service

Master Service Agreement Includes Master Terms and Conditions, Service Schedules, Letter of Agency and Authorization,

Emergency Contacts, and Telephone Number Directory Information.

Monthly Recurring Charges Monthly Charge for Service

MTSS Minimum Telephone Service Standards as defined by State Regulatory Commissions

Non-Recurring Charges One-Time Charge for Service

POP Point-of-Presence for Interexchange Carrier Services

Schedule(s) Document describing the Service(s) to be provided by BTS to Customer and specifies the pricing and

additional Terms and Conditions of the Agreement.

Service being purchased by Customer from BTS under this Agreement, e.g., Switched Local via a

Business Line or ISDN Prime Rate Interface Trunk or Facility Service such as a Ethernet Native LAN

Extension.

Service Equipment Any company provided equipment for the purpose of providing service.

Service Order Physical document that describes the services purchased and to be billed to customer.

<u>SPAM</u>

Any unsolicited commercial email, or any bulk e-mailing (unsolicited or otherwise) that poses a risk of

disrupting service on Buckeye's network. It is usually sent in large quantities to recipients who have

not specifically opted or chosen to receive it.

SPIT Any unsolicited, unwanted, automatically-dialed, pre-recorded Voice-over-IP phone calls that pose a

risk of disrupting service on Buckeye's network. It is usually sent in large quantities to recipients who

have not specifically opted or chosen to receive it.

Special Access Regulated Private Line Transport Service either a Point-to-POP or Point-to-Point.

Station Commercial Analog or Digital/ISDN Basic Rate Interface Centrex Station level service

Switched Long Distance Service provided in conjunction with Local Voice Service

Switch-less Long Distance Service provided without Local Voice Service

<u>Trunk</u> Commercial Analog, Digital, ISDN Prime Rate Interface Trunk level service

General: The Service is furnished on the condition that it will be used only for authorized and lawful purposes. The Service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of BTS. BTS has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like Services at the price specified in this Agreement.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio for Ohio customers, and the rules of the Michigan Public Service Commission for Michigan customers, as well as BTS's tariffs on file in each state or BTS Competitive Telecommunications Service Guides published for each state for customers in those states, and to the extent applicable, federal laws and regulations, including FCC rules and regulations.

Services: Services may generally be described as tariffed (PUCO No. 2, 3, 4, 5; MPSC No. 1-R, 2-R) and/or non-tariffed telecommunications (BTS Competitive Telecommunications Service Guide) and unregulated (MPSC No. 1-U) and information services, which may be custom designed to meet unique customer requirements on a one-time basis. Such services may be provided by BTS solely or in conjunction with another communications provider.

<u>Term of Agreement</u>: Customer agrees to a minimum term ("Term") for each Service listed in the attached Schedules. The Term begins immediately upon the service installation date, which shall also be the billing date.

Non-Disclosure: All prices, products, configurations, terms and conditions associated with this Agreement are proprietary to BTS and shall not be disclosed by Customer to any party outside of Customer's business entity. BTS reserves the right to immediately terminate Service(s) and apply all applicable liquidated damages for failure to comply with this non-disclosure provision, and to seek any other legal or equitable remedy, including but not limited to injunctive relief. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information. Any and all documents, information, or materials disclosed shall be marked "confidential"; the disclosing party shall use its best efforts to ensure that the Agreement is covered by a protective order, and the disclosing party shall notify the other of its intent to disclose all or part of the Agreement unless legally prohibited from doing so.

<u>Credit Approval</u>: This Agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. BTS may request an advance payment and/or deposit in accordance with MTSS and the provisions of its tariffs.

Charges & Payment: Unless otherwise provided in the Schedules, payment for Service, installation, and Monthly Recurring and Non-Recurring Charges, including applicable surcharges and federal, state, and local taxes shall be due 30 days from the date on the bill. If the bill is not paid by the due date, it then becomes past due. BTS shall present bills for Monthly Recurring Charges to the Customer monthly in advance of the month in which the Service is provided. Automatic payment through Checking or Credit/Debit Card Electronic Fund Transfer (EFT) is optional.

Termination Liability: Cancellation of Service by the Customer: If Customer terminates Service(s) at the assigned address before the completion of the initial Term or any subsequent renewal Term for any reason whatsoever other than service interruption (as defined within the applicable tariff or Competitive Telecommunications Service Guide), or if a Customer moves to another service address that BTS cannot service, the Customer agrees to pay BTS:

- (A) All Non-Recurring Charges reasonably expended by BTS to establish Service to Customer, plus
- (B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by BTS on behalf of Customer, plus
- (C) The pro-rata portion of any Special Offer provided by BTS to Customer, plus
- (D) The full amount of the Monthly Recurring Charges that would have been due to BTS by the Customer had the Service run to its full Term or renewal Term. Term is as defined in the Term of Agreement section.

Installation: The Company shall use reasonable efforts to make available services to a Customer in accordance with Minimum Telephone Service Standards ("MTSS"), on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in the applicable tariff or Competitive Telecommunications Service Guide. Where a Customer-unique service is being provided and/or where another carrier provider is involved in service provisioning, and the Company is unable to meet an MTSS standard interval, such appropriate information will be communicated to the Customer by the Company. In such cases, the Company would not guarantee specific date of availability and shall not be liable for any delays in commencing Service to any Customer. Service date will begin with the date of installation (billing date). The Company shall use reasonable efforts to maintain facilities to the Customer in accordance with MTSS provisions.

<u>Demarcations</u>: All services will be installed/terminated at the established Premise Demarcation Point. The Demarcation Point support, maintenance, repair, and moves are not the responsibility of BTS. Demarcation Extensions are the property and responsibility of the customer.

Space/Access: Customer shall provide at no charge, as specified from time to time by BTS, any needed personnel, equipment space, and power to operate BTS facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on Customer Premises. BTS shall have reasonable access to the conduit to Customer Premises and to its system equipment.

Hazardous Substances: Customer certifies that there are no hazardous substances (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation, but expressly including but not limited to asbestos containing materials) at any site where BTS is to perform Services, including but not limited to installation and maintenance of Service Equipment, under this Agreement. If BTS employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. BTS may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and by BTS. Performance obligations under this Agreement shall be extended for the delay caused by said clean-up or removal. Customer's failure to remove or contain the hazardous substance shall entitle BTS to terminate this Agreement without further liability. If BTS so terminates, Customer shall reimburse BTS for expenses incurred in performing this Agreement until termination.

Facility & Equipment: The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities and/or equipment installed by the Company, except upon the written consent of the Company.

Access & Network: BTS reserves the right to modify, change, add to or replace the BTS Network or the Service Equipment or any part thereof. Any such modification, change, addition or replacement shall be carried out at BTS's own expense and BTS shall use reasonable efforts to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the BTS Network physical interface or protocol used by the Customer in using Services.

Maintenance: BTS shall be responsible for the maintenance of the BTS Network and its Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by BTS or to repair damage or cure interruptions caused by the Customer or Customer's equipment. BTS reserves the right to pass through to Customer charges from third parties incurred in connection with establishing or maintaining Service including, without limitation, charges from building owners or other utilities for electrical service or for use of existing wiring or facilities.

Notice: Customer may choose to have notices and bills delivered via U.S Mail, or electronically. The Customer shall designate on the Service Order an appropriate address to which BTS shall deliver all notices and other communications, except that the Customer may also designate a separate address to which BTS's bills for Service shall be mailed or delivered electronically. BTS shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that BTS may designate a separate address on each bill for Service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the applicable tariff shall be in writing. Notices and other communications of either party, and all bills mailed by BTS, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received (including electronically) or refused by the addressee, whichever occurs first.

Warranty: BŢS warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care in accordance with the terms of this, Agreement, including the provision respecting Force Majuere. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES CONCERNING THE FITNESS OF THE SERVICES, SERVICE EQUIPMENT OR PRODUCTS OF BTS, OR ANY PART THEREOF, FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY AND SPECIFICALLY EXCLUDED.

BTS and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this Agreement, and that this Agreement is a valid and binding obligation of such party enforceable against it in accordance with its terms.

Force Majeure: Except with respect to the obligation to pay, neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof. In the event of such Force Majeure condition, the time for performance of that party's obligations shall be suspended and extended for a reasonable period of time following the conclusion of the Force Majeure condition.

Claims: To the maximum extent allowed by law, each party shall indemnify and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, and related costs, resulting from (A) any loss, destruction, or damage to property of the indemnified party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the indemnifying party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the indemnifying party.

Severability: In the event that one or more of the provisions in this Agreement shall for any reason be held to be illegal or unenforceable, such provision shall be severed from this Agreement and the balance of the Agreement shall remain in effect and further, such provision shall be revised only to the extent necessary to make such provision legal and enforceable; provided, however, that the Agreement as revised shall be consistent with the parties' original intent.

Amendments: This Agreement may only be amended in writing and any amendment must be agreed to and signed by both BTS and Customer.

<u>Transfer and Assignments</u>: Neither BTS nor the Customer may assign or transfer its rights or duties under this Agreement without the written consent of the other party, except that BTS may assign its rights and duties (A) to any subsidiary, parent, or affiliate of BTS, (B) pursuant to any sale or transfer of substantially all of the assets of BTS, or (C) pursuant to any financing, merger, or reorganization of BTS.

Default: If either party fails to perform any material obligation under this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a written default notice from the other party, then the non-defaulting party shall have the right to terminate this Agreement upon written notice to the defaulting party and seek any and all legal and equitable remedies.



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Switched Local Service Schedule

Custome Svc Addres Floc City/Stat Zi Build Required'r		Contract Type Renewal Term of Agreement 36 Months Acceptance of Term	 (initial)
Customer Contact Contact Tel:			

Service	Qty		MRC		Total	NRC
Essential Line	8	\$	21.95	\$	175.60	Waived
FX Charge	1	\$	5.00	\$	5.00	Waived
Analog DID Trunk	1	\$	43.00	\$	43.00	Waived
DID # Group of 20	1	\$	2.25	\$	2.25	Waived
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	engermana Arman	ted a beauty	المناعة والأراضية المالانات	Marker Com	ە ئېدىل ئېدا، مومائىيۇندات شداپتانلاد	general contract of the contra
Monthly Total				\$	225.85	Waived
Renewal Incentive Offer - One Time Credit	3	s	(218,60)	s	(655.80)	

Service: Commercial Local Business Line, Local and Foreign Exchange (FX) Trunk, and Local Station/Centrex level services defined in PUCO No. 2 and 5, MPSC No. 1-R and 1-U, and BTS Competitive Telecommunications Service Guide are offered for authorized, reasonable and lawful commercial use. Any other use may result in discontinuance of service. Commercial Local Line, Trunk and Station/Centrex services provide local calling white a Commercial Foreign Exchange Trunk provides local calling to another local Term: Customer agrees to a minimum term ("Term") for each Service listed in the Schedule. The Term begins immediately upon the service Installation date, which shall also be the billing date. If, following the completion of the Initial Term or any renewal Term in a multi-year agreement with respect to each Service, the Customer transitions to a month-to-month agreement for any reason whatsoever, the Customer agrees to pay 8TS the then applicable Monthly Recurring Charges for Services and any increase in direct and/or third party expenses to provide Service to the Customer

Equipment: Buckeya TeleSystem will provide a universal power supply (UPS) for power backup of TeleSystem VOIP telephony equipment. This equipment is not to be used for any other customer equipment. Following the initial warranty period, the customer will be responsible for the replacement of the UPS. Customer may contact Buckeye TeleSystem for current options for replacement of the

UPS. This paragraph is not a warranty.

E-811: CUSTOMER MUST NOT MOVE, OR PERMIT TO BE MOVED, ANY BTS SERVICE EQUIPMENT OR PROPERTY TO ANY OTHER ADDRESS. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE ADDRESS ASSOCIATED WITH AN EMERGENCY 911 CALL IS THE AUTHORIZED ADDRESS WHERE THE VOICE SERVICE WAS ORIGINALLY PROVIDED. FOR ANY VOIP SERVICE CUSTOMER RECOGNIZES THAT MOVEMENT OF THE VOICE-ENABLED BROADBAND MODEM OR IP-ENABLED ENDPOINT (VOIP EQUIPMENT) FROM THE ORIGINAL SERVICE LOCATION WILL RESULT IN ANY EMERGENCY 911 CALL IDENTIFIED AS BEING FROM THE ORIGINAL SERVICE LOCATION. THEREFORE, ACCESS TO EMERGENCY 911 SERVICES WILL BE LIMITED IF THE VOIP EQUIPMENT IS MOVED FROM THE ORIGINAL SERVICE LOCATION. FURTHER, CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE VOIP EQUIPMENT MUST NOT BE LEFT UNPLUGGED OR WITH ITS BATTERY REMOVED, AND THE COAXIAL/COPPER CABLE MUST NOT BE DISCONNECTED FROM THE MODEM, FROM THE WALL OUTLET. OR FROM THE GROUND BLOCK OUTSIDE THE BUILDING. ANY OF THOSE ACTIONS WILL LIMIT ACCESS TO

By initialing, the customer agrees to the term of the agreement specified above, acknowledges acceptance of the Retail Master Terms and Conditions attached or available at www.buckeye-telesystem.com and any Switched Services Terms and Conditions listed above or available at www.buckeye-telesystem.com. They are authorized to make this decision on behalf of the customer, and agreed to be bound by them.

Customer may also request a fax copy of the Retail Master and/or Switched Services Terms and Conditions by calling (419) 724-9698.



National/Long Distance Service Schedule

Custome: Svc Addret Flo				Contract Type of Agreement	
City/Sta\ Ziµ	5 <u>-</u>	ν	-		
Customer Contac					
Contact Tel:		·	Monthly Commitmen		50.00
			Non Reoccurring Ch	\argea	\$0.00
Month-to-Month		·	Acceptance of Term;	Tratal "	
Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.06	\$0.06	Outbound +1	Puerta Rico	\$0.11
inbound 8xx	\$0.06	\$0.04		Us Virgin Islands	\$0.11
`.,				Alaska	\$0.51
International	Canada	\$0.05		Hawall	\$0.07
12 Months			Acceptance of Term:	WHINI THE	
Domestic	Intrasteto	interstate	Off Shore		
Outbound 1+	\$Ď.Ò49	\$0.049	Outbound +1	Puerto Rico	\$0.11
Inbound Bxx	\$0,049	\$0.049		US Virgin lalands	\$0.11
				Alaska	\$0.51
manutional	Cenada	\$0.08	L L	Hawail	\$0.07
24 Months			Acceptance of Term:	The English	
Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0,440	\$0.440	Outbound +1	Puerto Rico	\$0,11
inbound 8xx	\$0,440	\$0.440		US Virgin Islands	\$0.11
				Alaska	\$0.51
international	Çanada	\$0.05		Hawaii	\$0.07
35 Months			Acceptance of Term:	GALT.	
Domestic		Interstate	Off Shore		
Outbound 1+	\$0.029	\$0.029	Outbound +1	Fuerto Rico	\$0.11
Inbound 8xx	\$0.035	\$0.035		US Virgin Islanda	\$0.11
Canada BXX	\$0.13	\$0.13		Alaaka	\$0.51
International	Canada	\$0.05	<u> </u>	Hawaii	\$0.07
Saw Card			, , , , , , , , , , , , , , , , , , ,		
Cellino Cardo	0-4	AICS LU	An a tine		N M . J 16
From: / To:	Continental US \$0.123	80.423	PR & USVI	Guám. \$0,328	N Mariana IS, \$0.365
Continental US AK & Hi	\$0.123	\$0.423	\$0,179 \$0,625	\$0.328 \$0.487	\$0.524
Canada	\$0.490	\$1,170	\$0.625	\$0.382	\$0.399
PR & USV	\$0.211	\$0.575	\$0.679	\$0,302	\$0.414
Ens Vax	dr. TI	40.010	T-1	40.011	dr.4.4

Service: Commercial National/Long Distance Switched, Switch-less, Dedicated, Calling Card, and Audio Conferencing Voice services, and Long Hauf Data Transport services as detined in PUCO No. 4, MPSC No. 1-R and 1-U, and FCC rules and regulations are offered for authorized, reasonable and lawful commercial use. Any other use may result in discontinuance of service: Outbound Long Distance is Continental/Domestic in-state calling only. Duration of each call is rated in 6 second informents. In locally will year depending on a destination processor. Calling court are as becard unon ordination and Term: Continent all processor in the service installation date, which shall also be the billing date. If, following the completion of the initial Term or any reason whatsoever, the Customer agrees to a minimum term ("Ferm") for each Service installation date, which shall also be the billing date. If, following the completion of the initial Term or any reason whatsoever, the Customer agrees to pay BTS the then applicable Monthly Recurring Charges for Services and any increase in direct and/or birty expenses to provide Service to the Customer.

By initialing, the customer agrees to the term of the agreement specified 650ve, ecknowledges acceptance of the Norah master Terms and Conditions attached or available at www.buckeye-lelesystem.com and any National Services Terms and Conditions listed above or available at www.buckeye-talasystem.com. They are authorized to make this decision on behalf of the customer, and agreed to be bound by them. Customer may also request a fax copy of the Retail Master and/or National Services Terms and Conditions by calling (419) 724-8898.



			
Bill Nar			
Sec Bill Name			
Bill Addre	d		
Fir/Roon			
City/State	_accidental triple trip		
Zip _.			
	•		
Billing Contact			
Contact Tel #			
Outer Dan			Tax Exempt: No
Sales Rep	<u>{</u>		
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1			
	Schedule	Attached	Term
	State of the selfantaria	X	12 Months
	Switched Local Services		
	National/Long Distance Services	Х	12 Months
·			12 Months
	National/Long Distance Services		12 Months
	National/Long Distance Services Facility Transport and Lease Space Services	she on this docum	mont constitutes a service order in whiched or evallable at mode.
	National/Long Distance Services Facility Transport and Lease Space Services Internet Access Services Signature by the Authorized Customer Represents	she on this docum	nont constitutes a service order in attached or available at rujce Schedule(s). lies to the agreement and schedules.
- Au	National/Long Distance Services Facility Transport and Lease Space Services Internet Access Services Signature by the Authorized Customer Represents	she on this docum	nont constitutes a service order in whatehed or available at rujce Schedule(s). Her to the agreement and schedules.
Au	National/Long Distance Services Facility Transport and Lease Space Services Internet Access Services Signature by the Authorized Customer Represents accordance with the Retail Master Terms www.buckeyo-telesystem.com and Factomite/Scanned alignatures and initials shall be aut	she on this docum	nont constitutes a service order in attached or available at rujce Schedule(s). lies to the agreement and schedules.

The information contained herein is confidential and properties and should not be dischared.



Buckeye TeleSystem, Inc. Retail Master Terms and Conditions

These Master Terms and Conditions are a part of and incorporated into the Retail Master Service Agreement between Buckeye TeleSystem, Inc. ("BTS") and Customer.

<u>Definitions</u>: In addition to definitions provided in filed tariffs and published telecommunications competitive service guides and supplied elsewhere in this Agreement, the following words shall have the meanings;

Authorized Service is to be solely consumed by the commercial business (end user) and is not for resale.

<u>Dedicated</u>
Long Distance Service provided via a Special Access Circuit.

<u>Demarcation</u>

Point at which the service provider network ends and connects with the wiring/distribution at the

customer premise

FX Foreign Exchange is a number foreign to a central office and is not provided E-911 service..

<u>Line</u>

Commercial Business Line or Digital/Basic Rate Interface Line level service

Master Service Agreement Includes Master Terms and Conditions, Service Schedules, Letter of Agency and Authorization,

Emergency Contacts, and Telephone Number Directory Information.

Monthly Recurring Charges Monthly Charge for Service

MTSS Minimum Telephone Service Standards as defined by State Regulatory Commissions

Non-Recurring Charges One-Time Charge for Service

POP Point-of-Presence for Interexchange Carrier Services

Schedule(s) Document describing the Service(s) to be provided by BTS to Customer and specifies the pricing and

additional Terms and Conditions of the Agreement.

Service(s) Service being purchased by Customer from BTS under this Agreement, e.g., Switched Local via a

Business Line or ISDN Prime Rate Interface Trunk or Facility Service such as a Ethernet Native LAN

Extension.

Service Equipment Any company provided equipment for the purpose of providing service.

Service Order Physical document that describes the services purchased and to be billed to customer.

SPAM Any unsolicited commercial email, or any bulk e-mailing (unsolicited or otherwise) that poses a risk of

disrupting service on Buckeye's network. It is usually sent in large quantities to recipients who have

not specifically opted or chosen to receive it.

SPIT Any unsolicited, unwanted, automatically-dialed, pre-recorded Voice-over-IP phone calls that pose a

risk of disrupting service on Buckeye's network. It is usually sent in large quantities to recipients who

have not specifically opted or chosen to receive it.

<u>Special Access</u> Regulated Private Line Transport Service either a Point-to-POP or Point-to-Point.

Station Commercial Analog or Digital/ISDN Basic Rate Interface Centrex Station level service

Switched Long Distance Service provided in conjunction with Local Voice Service

Switch-less Long Distance Service provided without Local Voice Service

Trunk Commercial Analog, Digital, ISDN Prime Rate Interface Trunk level service

General: The Service is furnished on the condition that it will be used only for authorized and lawful purposes. The Service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of BTS. BTS has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like Services at the price specified in this Agreement.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio for Ohio customers, and the rules of the Michigan Public Service Commission for Michigan customers, as well as BTS's tariffs on file in each state or BTS Competitive Telecommunications Service Guides published for each state for customers in those states, and to the extent applicable, federal laws and regulations, including FCC rules and regulations.

Services: Services may generally be described as tariffed (PUCO No. 2, 3, 4, 5; MPSC No. 1-R, 2-R) and/or non-tariffed telecommunications (BTS Competitive Telecommunications Service Guide) and unregulated (MPSC No. 1-U) and information services, which may be custom designed to meet unique customer requirements on a one-time basis. Such services may be provided by BTS solely or in conjunction with another communications provider.

Term of Agreement: Customer agrees to a minimum term ("Term") for each Service listed in the attached Schedules. The Term begins immediately upon the service installation date, which shall also be the billing date.

Non-Disclosure: All prices, products, configurations, terms and conditions associated with this Agreement are proprietary to BTS and shall not be disclosed by Customer to any party outside of Customer's business entity. BTS reserves the right to immediately terminate Service(s) and apply all applicable liquidated damages for failure to comply with this non-disclosure provision, and to seek any other legal or equitable remedy, including but not limited to injunctive relief. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information. Any and all documents, information, or materials disclosed shall be marked "confidential"; the disclosing party shall use its best efforts to ensure that the Agreement is covered by a protective order, and the disclosing party shall notify the other of its intent to disclose all or part of the Agreement unless legally prohibited from doing so.

<u>Credit Approval</u>: This Agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. BTS may request an advance payment and/or deposit in accordance with MTSS and the provisions of its tariffs.

Charges & Payment: Unless otherwise provided in the Schedules, payment for Service, installation, and Monthly Recurring and Non-Recurring Charges, including applicable surcharges and federal, state, and local taxes shall be due 30 days from the date on the bill. If the bill is not paid by the due date, it then becomes past due. BTS shall present bills for Monthly Recurring Charges to the Customer monthly in advance of the month in which the Service is provided. Automatic payment through Checking or Credit/Debit Card Electronic Fund Transfer (EFT) is optional.

Termination Liability: Cancellation of Service by the Customer: If Customer terminates Service(s) at the assigned address before the completion of the initial Term or any subsequent renewal Term for any reason whatsoever other than service interruption (as defined within the applicable tariff or Competitive Telecommunications Service Guide), or if a Customer moves to another service address that BTS cannot service, the Customer agrees to pay BTS:

- (A) All Non-Recurring Charges reasonably expended by BTS to establish Service to Customer, plus
- (B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by BTS on behalf of Customer, plus
- (C) The pro-rata portion of any Special Offer provided by BTS to Customer, plus
- (D) The full amount of the Monthly Recurring Charges that would have been due to BTS by the Customer had the Service run to its full Term or renewal Term. Term is as defined in the Term of Agreement section.

Installation: The Company shall use reasonable efforts to make available services to a Customer in accordance with Minimum Telephone Service Standards ("MTSS"), on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in the applicable tariff or Competitive Telecommunications Service Guide. Where a Customer-unique service is being provided and/or where another carrier provider is involved in service provisioning, and the Company is unable to meet an MTSS standard interval, such appropriate information will be communicated to the Customer by the Company. In such cases, the Company would not guarantee specific date of availability and shall not be liable for any delays in commencing Service to any Customer. Service date will begin with the date of installation (billing date). The Company shall use reasonable efforts to maintain facilities to the Customer in accordance with MTSS provisions.

<u>Demarcations</u>: All services will be installed/terminated at the established Premise Demarcation Point. The Demarcation Point support, maintenance, repair, and moves are not the responsibility of BTS. Demarcation Extensions are the property and responsibility of the customer.

Space/Access: Customer shall provide at no charge, as specified from time to time by BTS, any needed personnel, equipment space, and power to operate BTS facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on Customer Premises. BTS shall have reasonable access to the conduit to Customer Premises and to its system equipment.

Hazardous Substances: Customer certifies that there are no hazardous substances (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation, but expressly including but not limited to asbestos containing materials) at any site where BTS is to perform Services, including but not limited to installation and maintenance of Service Equipment, under this Agreement. If BTS employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. BTS may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and by BTS. Performance obligations under this Agreement shall be extended for the delay caused by said clean-up or removal. Customer's failure to remove or contain the hazardous substance shall entitle BTS to terminate this Agreement without further liability. If BTS so terminates, Customer shall reimburse BTS for expenses incurred in performing this Agreement until termination.

Facility & Equipment: The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities and/or equipment installed by the Company, except upon the written consent of the Company.

Access & Network: BTS reserves the right to modify, change, add to or replace the BTS Network or the Service Equipment or any part thereof. Any such modification, change, addition or replacement shall be carried out at BTS's own expense and BTS shall use reasonable efforts to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the BTS Network physical interface or protocol used by the Customer in using Services.

Maintenance: BTS shall be responsible for the maintenance of the BTS Network and its Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by BTS or to repair damage or cure interruptions caused by the Customer or Customer's equipment. BTS reserves the right to pass through to Customer charges from third parties incurred in connection with establishing or maintaining Service including, without limitation, charges from building owners or other utilities for electrical service or for use of existing wiring or facilities.

Notice: Customer may choose to have notices and bills delivered via U.S Mail, or electronically. The Customer shall designate on the Service Order an appropriate address to which BTS shall deliver all notices and other communications, except that the Customer may also designate a separate address to which BTS's bills for Service shall be mailed or delivered electronically. BTS shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that BTS may designate a separate address on each bill for Service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the applicable tariff shall be in writing. Notices and other communications of either party, and all bills mailed by BTS, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received (including electronically) or refused by the addressee, whichever occurs first.

Warranty: BTS warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care in accordance with the terms of this Agreement, including the provision respecting Force Majuere. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES CONCERNING THE FITNESS OF THE SERVICES, SERVICE EQUIPMENT OR PRODUCTS OF BTS, OR ANY PART THEREOF, FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY AND SPECIFICALLY EXCLUDED.

BTS and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this Agreement, and that this Agreement is a valid and binding obligation of such party enforceable against it in accordance with its terms.

Force Majeure: Except with respect to the obligation to pay, neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof. In the event of such Force Majeure condition, the time for performance of that party's obligations shall be suspended and extended for a reasonable period of time following the conclusion of the Force Majeure condition.

Claims: To the maximum extent allowed by law, each party shall indemnify and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, and related costs, resulting from (A) any loss, destruction, or damage to property of the indemnified party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the indemnifying party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the indemnifying party.

Severability: In the event that one or more of the provisions in this Agreement shall for any reason be held to be illegal or unenforceable, such provision shall be severed from this Agreement and the balance of the Agreement shall remain in effect and further, such provision shall be revised only to the extent necessary to make such provision legal and enforceable; provided, however, that the Agreement as revised shall be consistent with the parties' original intent.

Amendments: This Agreement may only be amended in writing and any amendment must be agreed to and signed by both BTS and Customer.

<u>Transfer and Assignments</u>: Neither BTS nor the Customer may assign or transfer its rights or duties under this Agreement without the written consent of the other party, except that BTS may assign its rights and duties (A) to any subsidiary, parent, or affiliate of BTS, (B) pursuant to any sale or transfer of substantially all of the assets of BTS, or (C) pursuant to any financing, merger, or reorganization of BTS.

<u>Default</u>: If either party fails to perform any material obligation under this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a written default notice from the other party, then the non-defaulting party shall have the right to terminate this Agreement upon written notice to the defaulting party and seek any and all legal and equitable remedies.



Custom

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Switched Local Service Schedule

Contract Type New

Svc Addres	Term of Agreement 12 Months			
Floor			-	
City/State	Accept	ance of Term	<u> </u>	પર્સ)
Zin ·				
Build Required?				
istomer Contar* 1				
Contact Tel				
Service	Qty	MRC	Total	NRC
Essential Line	2	\$ 26.95	\$ 53.90	Waived
Voice Mail	1	\$ 4.75	\$ 4.75	Waived
Monthly Total			\$ 58.65	Waived
	,-			

Service: Commercial Local Business Line, Local and Foreign Exchange (FX) Trunk, and Local Station/Centrex level services defined in PUCO No. 2 and 5, MPSC No. 1-R and 1-U, and BTS Competitive Telecommunications Service Guide are offered for exthorized, remanable and lawful commercial use. Any other use may result in discontinuance of service. Commercial Local Line, Trunk and Station/Centrex services provide local calling while a Commercial Foreign Exchange Trunk provides local calling to another local Term: Customer agrees to a minimum term (Term') for each Service listed in the Schedule. The Term begins immediately upon the service installation date, which shall also be the billing data. If, following the completion of the Initial Term or any renewal Term in a multi-year agreement with respect to each Service, the Customer transitions to a month-to-month agreement for any reason whatsoever, the Customer express to pay BT9 the then applicable Monthly Recurring Charges for Services and any Increase in direct and/or third party expenses to provide Service to the Customer.

Equipment: Buckeye TeleSystem will provide a universal power supply (UPS) for power backup of TeleSystem VOIP telephony equipment. This equipment is not to be used for any other customer equipment. Following the initial warranty period, the customer will be responsible for the replacement of the UPS. Customer may contact Buckeye TeleSystem for current options for replacement of the UPS.

This paragraph is not 8 warranty.

E-911: CUSTOMER MUST NOT MOVE, OR PERMIT TO BE MOVED, ANY 8TS SERVICE EQUIPMENT OR PROPERTY TO ANY OTHER ADDRESS, CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE ADDRESS ASSOCIATED WITH AN EMERGENCY 911 CALL IS THE AUTHORIZED ADDRESS WHERE THE VOICE SERVICE WAS ORIGINALLY PROVIDED. FOR ANY VOIP SERVICE CUSTOMER RECOGNIZES THAT MOVEMENT OF THE VOICE-ENABLED BROADBAND MODEM OR IP-ENABLED ENDPOINT (VOIP EQUIPMENT) FROM THE ORIGINAL SERVICE LOCATION WILL RESULT IN ANY EMERGENCY 911 CALL IDENTIFIED AS BEING FROM THE ORIGINAL SERVICE LOCATION, THEREFORE, ACCESS TO EMERGENCY 911 SERVICES WILL BE LIMITED IF THE VOIP EQUIPMENT IS MOVED FROM THE ORIGINAL SERVICE LOCATION, FURTHER, CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE VOIP EQUIPMENT MUST NOT BE LEFT UNPLUGGED ON WITH ITS BATTERY REMOVED, AND THE COAMAL/COPPER CABLE MUST NOT BE DISCONNECTED FROM THE MODEM, FROM THE WALL OUTLET, OR FROM THE GROUND BLOCK OUTSIDE THE BUILDING, ANY OF THOSE ACTIONS WILL LIMIT ACCESS TO

By initialing, the customer agrees to the term of the agreement specified above, acknowledges acceptance of the Retail Master Terms and Conditions attached or available at www.buckeye-telesystem.com and any Switched Services Terms and Conditions listed above or available at www.buckeye-telesystem.com. They are suthorized to make this decision on behalf of the customer, and agreed to be bound by tham.

Customer may also request a fax copy of the Retail Master and/or Switched Services Terms and Conditions by calling (419) 724-8693.



National/Long Distance Service Schedule

Customer			<u>ب</u>	ontract Type	
Svc Address					
Floor			Term	of Agreement_	
City/State					
Zip					
	!				
Customer Contact					\$0.00
Contact Tel # 4			Monthly Commitment		\$0.00
Children in a			Non Reoccurring Cha	nges	30,00
Month-to-Month			Acceptance of Term:	(nitiā)	
Domestic	intrastate	Interstate	Off Shore		\$0,11
Outbound 1+	\$0.08	\$0.06	Outbound +1	Puerto Rico	\$0.11
Inbound Stot	\$0.06	\$0.06		la Virgin Islands	\$0.51
11/10/07: 11/01				Alaska Hawas	\$0.07
International	Canada	\$0.05		nawası	30.01
				Inlia	
12 Months			Acceptance of Term:	El HPAI	
Domestic	Intrestate	Interstate	Off Shore	Puerto Rico	\$0,11
Outbound 1+	\$0.049	\$0.049	Outbound +1	JS Virgin Islands	\$0.11
Inbound fixer	\$0.049	\$0.049		Alaska Alaska	\$0.51
				Hawaii	\$0.07
International	Canada	\$0.05		100-00-	
			Acceptance of Term:	initial	
6 24 Months			Off Share		***************************************
Domestic	Intrastate	Interstate	Outbound +1	Puerto Rico	\$0.11
Outbound 1+	50.440	\$0.440		is Virgin Islands	50.11
inhound 8xxx	\$0.440	\$0,440		Alaska	\$0.51
		\$0.05		Hawaii	\$0.07
international	Canada	\$0.05	<u>,l</u>	······································	
			Acceptance of Term:	Initial	
36 Months					
		lander warfert dett.	i i Off Shore		
Domestic	Intrastate	Interstatë	Off Shore Outbound +1	2.	\$0.11
Outbound 1+	\$0.029	\$0.029	Outbound +1	2.	\$0.11
Outbound 1+ Inbound 8xx	\$0,029 \$0,035	\$0,029 \$0,035	Outbound +1	Puerto Rico	\$0.11 \$0.51
Outbound 1+ Inbound 8xx Canada 8XX	\$0,029 \$0,035 \$0,13	\$0,029 \$0,035 \$0,13	Outbound +1	Fuerto Rico US Virgin Islands	\$0.11
Outbound 1+ Inbound 8xx	\$0,029 \$0,035	\$0,029 \$0,035	Outbound +1	Puerto Rico uS Virgin Islands Alaska	\$0.11 \$0.51
Outbound 1+ Inbound 8xx Canada 8XX International	\$0,029 \$0,035 \$0,13	\$0,029 \$0,035 \$0,13	Outbound +1	Puerto Rico uS Virgin Islands Alaska	\$0.11 \$0.51 \$0.07
Outbound 1+ Inbound 8xx Canada 8XX International Gatting Cards	\$0,029 \$0,035 \$0,13 Canada	\$0,029 \$0.035 \$0.13 \$0.05	Outbound +1	Puerto Rico US Virgin Islands Alaska Hawaii	\$0.51 \$0.51 \$0.07
Outbound 1+ Inbound 8xx Canada 8XX International Gatting Cards From: / To:	\$0,029 \$0,035 \$0,13 Canada	\$0,029 \$0,035 \$0.13 \$0.05	Outbound +1	Puerto Rico US Virgin Islando Alaska Hawaii	\$0.11 \$0.51 \$0.07 N Meriana IS. \$0.385
Outbound 1+ Inbound 8xx Canada 8xX International Gatting Cards From: / To: Continental US	\$0,029 \$0,035 \$0,13 Canada Canada	\$0,029 \$0,035 \$0.13 \$0.05 AK& HI \$0.423	Outbound +1	Puerto Rico US Virgin Islands Alaska Hawaii	\$0.11 \$0.51 \$0.07 N Meriana IS. \$0.385 \$0.524
Outbound 1+ Inbound 8xx Canada 8XX International Gatting Cards From: / To:	\$0,029 \$0,035 \$0,13 Canada	\$0,029 \$0,035 \$0.13 \$0.05	PR & USVI \$0.179	Puerto Rico US Virgin Islands Alaska Hawaii Guern \$0.328	\$0.11 \$0.51 \$0.07 N Meriana IS. \$0.385

Sandes: Commercial National/Long Distance Switched, Switch-less, Dedicated, Calling Card, and Audio Conferencing Voice services, and Long Hauf Data Transport services as defined in PUCO No. 4, MPSC No. 1-R and 1-U, and FCC rules and regulations are offered for authorized, reasonable and travial commercial use. Any other use may result in discontinuance of service regulations are offered for authorized, reasonable and travial commercial use. Any other use may result in discontinuance of service. Outbound Long Distance is Continental/Domestic in-state and state-to-state calling only. Duration of each cell is continuant information international calls will vary depending on destination/country called. Calling card retes are based upon origination and termination international calls will vary depending on destination/country called. Calling card retes are based upon origination and termination Term; Customer agrees to a minimum term (Term) for each Service listed in the Schedule. The Term begins immediately upon the service installation date, which shall also be the billing date. If, following the completion of the mittal Term or any renewal Term in a multi-year agreement with respect to each Service, the Customer transitions to a month-to-month agreement for any reason whatsoever, the Customer agrees to pay BTS the then applicable Monthly Recurring Charges for Services and any Increase In direct end/or third party expenses to provide Service to the Customer

by initialing, the customer agrees to the term of the agreement specified above, acknowledges acceptance of the Helail Master Terms and Conditions attached or available at www.buckreyo-telesystem.com and any National Services Terms and Conditions listed above or available at www.buckreye-telesystem.com, They are authorized to make this decision on behalf of the customer, it is to be bound by them. Customer may elect request a fex copy of the Retail Master and/or National Services Terms and agreed to be bound by them. Customer may elect request a fex copy of the Retail Master and/or National Services Terms and Conditions by calling (419) 724-9896.



Date

Bill Name_			
Sec Bill Name			
Bill Address			
Fir/Rooi	<u></u>		
City/Stat.			
Zip _.			
Billing Contac.			
Contact Tel #_			
Sales Re		Tax Exempt: Yes	

Schedule	Attached	Term
Switched Local Services	X	36 Months
National/Long Distance Services	Х	36 Months
Facility Transport and Lease Space Services		
Internet Access Services	X	36 Months

Signature by the Authorized Customer Representative on this document constitutes a service order in accordance with the Retail Master Terms and Conditions attached or available at www.buckeye-telesystem.com and the attached Service Schedule(s).

Facismile/Scanned signatures and initials shall be sufficient to bind parties to the agreement and schedules.

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		Date		

The information contained herein is confidential and proprietary and should not be disclosed.



Buckeye TeleSystem, Inc. Retail Master Terms and Conditions

These Master Terms and Conditions are a part of and incorporated into the Retail Master Service Agreement between Buckeye TeleSystem, Inc. ("BTS") and Customer.

<u>Definitions</u>: In addition to definitions provided in filed tariffs and published telecommunications competitive service guides and supplied elsewhere in this Agreement, the following words shall have the meanings:

Authorized Service is to be solely consumed by the commercial business (end user) and is not for resale.

<u>Dedicated</u>
Long Distance Service provided via a Special Access Circuit.

<u>Demarcation</u> Point at which the service provider network ends and connects with the wiring/distribution at the

customer premise

FX Foreign Exchange is a number foreign to a central office and is not provided E-911 service..

Line Commercial Business Line or Digital/Basic Rate Interface Line level service

Master Service Agreement Includes Master Terms and Conditions, Service Schedules, Letter of Agency and Authorization,

Emergency Contacts, and Telephone Number Directory Information.

Monthly Recurring Charges Monthly Charge for Service

MTSS Minimum Telephone Service Standards as defined by State Regulatory Commissions

Non-Recurring Charges One-Time Charge for Service

Point-of-Presence for Interexchange Carrier Services

Schedule(s)

Document describing the Service(s) to be provided by BTS to Customer and specifies the pricing and

additional Terms and Conditions of the Agreement.

Service(s) Service being purchased by Customer from BTS under this Agreement, e.g., Switched Local via a

Business Line or ISDN Prime Rate Interface Trunk or Facility Service such as a Ethernet Native LAN

Extension.

Service Equipment Any company provided equipment for the purpose of providing service.

Service Order Physical document that describes the services purchased and to be billed to customer.

SPAM Any unsolicited commercial email, or any bulk e-mailing (unsolicited or otherwise) that poses a risk of

disrupting service on Buckeye's network. It is usually sent in large quantities to recipients who have

not specifically opted or chosen to receive it.

SPIT Any unsolicited, unwanted, automatically-dialed, pre-recorded Voice-over-IP phone calls that pose a

risk of disrupting service on Buckeye's network. It is usually sent in large quantities to recipients who

have not specifically opted or chosen to receive it.

<u>Special Access</u>

Regulated Private Line Transport Service either a Point-to-POP or Point-to-Point.

Station Commercial Analog or Digital/ISDN Basic Rate Interface Centrex Station level service

Switched Long Distance Service provided in conjunction with Local Voice Service

Switch-less Long Distance Service provided without Local Voice Service

<u>Trunk</u> Commercial Analog, Digital, ISDN Prime Rate Interface Trunk level service

General: The Service is furnished on the condition that it will be used only for authorized and lawful purposes. The Service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of BTS. BTS has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like Services at the price specified in this Agreement.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio for Ohio customers, and the rules of the Michigan Public Service Commission for Michigan customers, as well as BTS's tariffs on file in each state or BTS Competitive Telecommunications Service Guides published for each state for customers in those states, and to the extent applicable, federal laws and regulations, including FCC rules and regulations.

Services: Services may generally be described as tariffed (PUCO No. 2, 3, 4, 5; MPSC No. 1-R, 2-R) and/or non-tariffed telecommunications (BTS Competitive Telecommunications Service Guide) and unregulated (MPSC No. 1-U) and information services, which may be custom designed to meet unique customer requirements on a one-time basis. Such services may be provided by BTS solely or in conjunction with another communications provider.

Term of Agreement: Customer agrees to a minimum term ("Term") for each Service listed in the attached Schedules. The Term begins immediately upon the service installation date, which shall also be the billing date.

Non-Disclosure: All prices, products, configurations, terms and conditions associated with this Agreement are proprietary to BTS and shall not be disclosed by Customer to any party outside of Customer's business entity. BTS reserves the right to immediately terminate Service(s) and apply all applicable liquidated damages for failure to comply with this non-disclosure provision, and to seek any other legal or equitable remedy, including but not limited to injunctive relief. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information. Any and all documents, information, or materials disclosed shall be marked "confidential"; the disclosing party shall use its best efforts to ensure that the Agreement is covered by a protective order, and the disclosing party shall notify the other of its intent to disclose all or part of the Agreement unless legally prohibited from doing so.

<u>Credit Approval</u>: This Agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. BTS may request an advance payment and/or deposit in accordance with MTSS and the provisions of its tariffs.

Charges & Payment: Unless otherwise provided in the Schedules, payment for Service, installation, and Monthly Recurring and Non-Recurring Charges, including applicable surcharges and federal, state, and local taxes shall be due 30 days from the date on the bill. If the bill is not paid by the due date, it then becomes past due. BTS shall present bills for Monthly Recurring Charges to the Customer monthly in advance of the month in which the Service is provided. Automatic payment through Checking or Credit/Debit Card Electronic Fund Transfer (EFT) is optional.

Termination Liability: Cancellation of Service by the Customer: If Customer terminates Service(s) at the assigned address before the completion of the initial Term or any subsequent renewal Term for any reason whatsoever other than service interruption (as defined within the applicable tariff or Competitive Telecommunications Service Guide), or if a Customer moves to another service address that BTS cannot service, the Customer agrees to pay BTS:

- (A) All Non-Recurring Charges reasonably expended by BTS to establish Service to Customer, plus
- (B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by BTS on behalf of Customer, plus
- (C) The pro-rata portion of any Special Offer provided by BTS to Customer, plus
- (D) The full amount of the Monthly Recurring Charges that would have been due to BTS by the Customer had the Service run to its full Term or renewal Term. Term is as defined in the Term of Agreement section.

Installation: The Company shall use reasonable efforts to make available services to a Customer in accordance with Minimum Telephone Service Standards ("MTSS"), on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in the applicable tariff or Competitive Telecommunications Service Guide. Where a Customer-unique service is being provided and/or where another carrier provider is involved in service provisioning, and the Company is unable to meet an MTSS standard interval, such appropriate information will be communicated to the Customer by the Company. In such cases, the Company would not guarantee specific date of availability and shall not be liable for any delays in commencing Service to any Customer. Service date will begin with the date of installation (billing date). The Company shall use reasonable efforts to maintain facilities to the Customer in accordance with MTSS provisions.

<u>Demarcations</u>: All services will be installed/terminated at the established Premise Demarcation Point. The Demarcation Point support, maintenance, repair, and moves are not the responsibility of BTS. Demarcation Extensions are the property and responsibility of the customer.

Space/Access: Customer shall provide at no charge, as specified from time to time by BTS, any needed personnel, equipment space, and power to operate BTS facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on Customer Premises. BTS shall have reasonable access to the conduit to Customer Premises and to its system equipment.

Hazardous Substances: Customer certifies that there are no hazardous substances (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation, but expressly including but not limited to asbestos containing materials) at any site where BTS is to perform Services, including but not limited to installation and maintenance of Service Equipment, under this Agreement. If BTS employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. BTS may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and by BTS. Performance obligations under this Agreement shall be extended for the delay caused by said clean-up or removal. Customer's failure to remove or contain the hazardous substance shall entitle BTS to terminate this Agreement without further liability. If BTS so terminates, Customer shall reimburse BTS for expenses incurred in performing this Agreement until termination.

Facility & Equipment: The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities and/or equipment installed by the Company, except upon the written consent of the Company.

Access & Network: BTS reserves the right to modify, change, add to or replace the BTS Network or the Service Equipment or any part thereof. Any such modification, change, addition or replacement shall be carried out at BTS's own expense and BTS shall use reasonable efforts to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the BTS Network physical interface or protocol used by the Customer in using Services.

Maintenance: BTS shall be responsible for the maintenance of the BTS Network and its Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by BTS or to repair damage or cure interruptions caused by the Customer or Customer's equipment. BTS reserves the right to pass through to Customer charges from third parties incurred in connection with establishing or maintaining Service including, without limitation, charges from building owners or other utilities for electrical service or for use of existing wiring or facilities.

Notice: Customer may choose to have notices and bills delivered via U.S Mail, or electronically. The Customer shall designate on the Service Order an appropriate address to which BTS shall deliver all notices and other communications, except that the Customer may also designate a separate address to which BTS's bills for Service shall be mailed or delivered electronically. BTS shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that BTS may designate a separate address on each bill for Service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the applicable tariff shall be in writing. Notices and other communications of either party, and all bills mailed by BTS, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received (including electronically) or refused by the addressee, whichever occurs first.

Warranty: BTS warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care in accordance with the terms of this Agreement, including the provision respecting Force Majuere. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES CONCERNING THE FITNESS OF THE SERVICES, SERVICE EQUIPMENT OR PRODUCTS OF BTS, OR ANY PART THEREOF, FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY AND SPECIFICALLY EXCLUDED.

BTS and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this Agreement, and that this Agreement is a valid and binding obligation of such party enforceable against it in accordance with its terms.

Force Majeure: Except with respect to the obligation to pay, neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof. In the event of such Force Majeure condition, the time for performance of that party's obligations shall be suspended and extended for a reasonable period of time following the conclusion of the Force Majeure condition.

Claims: To the maximum extent allowed by law, each party shall indemnify and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, and related costs, resulting from (A) any loss, destruction, or damage to property of the indemnified party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the indemnifying party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the indemnifying party.

Severability: In the event that one or more of the provisions in this Agreement shall for any reason be held to be illegal or unenforceable, such provision shall be severed from this Agreement and the balance of the Agreement shall remain in effect and further, such provision shall be revised only to the extent necessary to make such provision legal and enforceable; provided, however, that the Agreement as revised shall be consistent with the parties' original intent.

Amendments: This Agreement may only be amended in writing and any amendment must be agreed to and signed by both BTS and Customer.

<u>Transfer and Assignments</u>: Neither BTS nor the Customer may assign or transfer its rights or duties under this Agreement without the written consent of the other party, except that BTS may assign its rights and duties (A) to any subsidiary, parent, or affiliate of BTS, (B) pursuant to any sale or transfer of substantially all of the assets of BTS, or (C) pursuant to any financing, merger, or reorganization of BTS.

<u>Default</u>: If either party fails to perform any material obligation under this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a written default notice from the other party, then the non-defaulting party shall have the right to terminate this Agreement upon written notice to the defaulting party and seek any and all legal and equitable remedies.



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Switched Local Service Schedule

Svc Addres F		Contract Type Renewal Term of Agreement 36 Months			
City/S ^c	Acceptance of Term				
Customer Contact t Contact Tel t					
Service	City	MRC	Total	NRC	
Non Profit Business Line* "Business Line includes Unlimited Local Calling	5	\$ 13.75	\$ 68.75	Waived	
unce communication and the communication of the com	spunsting state	HIHMMUSS SERVER	ини не се с еления	ипвининь и. Ан тици	
Monthly Total			\$ 68.75	Waived	

Service: Commercial Local Business Line, Local and Foreign Exchange (FX) Trunk, and Local Station/Centrex level services defined in PUCO No. 2 and 5, MPSC No. 1-R and 1-U, and BTS Competitive Telecommunications Service Guide are offered for authorized, reasonable and lawful commercial use. Any other use may result in discontinuance of service, Commercial Local Line, Trunk and Statlon/Centrex services provide local calling while a Commercial Foreign Exchange Trunk provides local calling to another local exchange.

Term: Customer agrees to a minimum term ("Term") for each Service listed in the Schedule. The Term begins immediately upon the service installation date, which shall also be the billing date. If, following the completion of the initial Term or any renewal Term in a multi-year agreement with respect to each Service, the Customer transitions to a month-to-month agreement for any reason whatsoever, the Customer agrees to pay BTS the then applicable Monthly Recurring Charges for Services and any increase in direct and/or third party expenses to provide Service to the Customer

Equipment: Buckeye TeleSystem will provide a universal power supply (UPS) for power backup of TeleSystem VOIP telephony equipment. This equipment is not to be used for any other customer equipment. Following the initial warranty period, the customer will be responsible for the replacement of the UPS. Customer may contact Suckeye TeleSystem for current options for replacement of the UPS. This paragraph is not a warranty.

E-911: CUSTOMER MUST NOT MOVE, OR PERMIT TO BE MOVED, ANY BTS SERVICE EQUIPMENT OR PROPERTY TO ANY OTHER ADDRESS. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE ADDRESS ASSOCIATED WITH AN EMERGENCY 811 CALL IS THE AUTHORIZED ADDRESS WHERE THE VOICE SERVICE WAS ORIGINALLY PROVIDED. FOR ANY VOIP SERVICE CUSTOMER RECOGNIZES THAT MOVEMENT ADDRESS WHERE THE VOICE-SEARCHE WAS DISIDINALLE PROVIDED. FOR ANY OUT SEARCHE DESTRUCT CONTINUE THAT MOVEMENT OF THE VOICE-ENABLED BROADBAND MODEM OR IP-ENABLED ENDPOINT (VOIP EQUIPMENT) FROM THE ORIGINAL SERVICE LOCATION WILL RESULT IN ANY EMERGENCY 911 CALL IDENTIFIED AS BEING FROM THE ORIGINAL SERVICE LOCATION. THEREFORE, ACCESS TO EMERGENCY 911 SERVICES WILL BE LIMITED IF THE VOIP EQUIPMENT IS MOVED FROM THE ORIGINAL SERVICE LOCATION. FURTHER, CLISTOMER EXPRESSLY ACKNOWLEDGES THAT THE VOIP EQUIPMENT MUST NOT BE LEFT UNPLUGGED OR WITH IT'S BATTERY REMOVED, AND THE COAXIAL/COPPER CABLE MUST NOT BE DISCONNECTED FROM THE MODEM, FROM THE WALL OUTLET, OR FROM THE GROUND BLOCK OUTSIDE THE BUILDING, ANY OF THOSE ACTIONS WILL LIMIT ACCESS TO EMERGENCY 811 SERVICE.

By initialing, the customer agrees to the term of the agreement specified above, acknowledges acceptance of the Retail Master Terms and Conditions attached or available at www.buckeye-telesystem.com and any Switched Services Terms and Conditions issted above or available at www.buckeye-telesystem.com. They are authorized to make this decision on behalf of the customer, and agreed to be bound by them. Customer may also request a fax copy of the Retail Master and/or Switched Services Terms and Conditions by calling (419) 724-9898.



National/Long Distance Service Schedule

Customs. Svc Address				Contract Type	Donougl	Coax to Fibe
Floor	<u>.</u>		Ta wa	of Agreement		_COAX (O FIDE
	ı 		sem	or Agreement	30 Months	-
City/Stat.						
Zip <u>-</u>	4 .				¥	
Customer Contact						
Contact Tel >			Monthly Commitmen		\$0.00	τ \
		,	Non Reoccurring Ch		\$0.00	\
			real resocuting of	larges	90.00	J \
Month-to-Month			Acceptance of Term:	Initial	de litertation in the con-	1
Domestic	Intrastate	Interstate	Off Shore			1
Outbound 1+	\$0.06	\$0.06	Outbound +1	Puerto Rico	\$0.11	1
Inbound 8xx	\$0.06	\$0.06		Us Virgin Islands	\$0,11	1
				Alaska	\$0.51	1
International	Canada	\$0.05		Hawaji	\$0.07]
						-
12 Months			Acceptance of Term:	in toltial and	awa 2 Wirkship A.]
<u>Domestic</u>	Intrastate	Interstate	Off Shore			1
Outbound 1+	\$0,049	\$0.049	Outbound +1		\$0.11	j
Inbound 8xx	\$0.049	\$0.049		US Virgin Islands	\$0.11	<u> </u>
				Alaska	\$0.51	<u> </u>
International	Canada	\$0.05		Hawaii	\$0.07]
24 Months			Acceptance of Term:		and senerary in 1940s.	1
Domestic	Intrastate	Interstate	Off Shore		#3 (PHOTO : 1 1 1 1 1 1 1 1	1
Outbound 1+	\$0.440	\$0.440	Outbound +1	Puerto Rico	\$0.11	1
Inbound 8xx	\$0,440	\$0.440		US Virgin Islands	\$0.11	1
				Alaska	\$0.51	1 ,
International	Canada	\$0,05		Hawaii	\$0,07	1 /
						• /
36 Months			Acceptance of Term:	-Initial	HELL WALFALESTER	1 ^
Domestic	Intrastate	Interstate	Off Shore			
Outbound 1+	\$0.029	\$0.D29	Outbound +1	Puerto Rico	\$0,11	11
Inbound 8xx	\$0.035	\$0.035		US Virgin Islands	\$0.11	· /
Canada 8XX	\$0.13	\$0.13		Alaska	\$0.51	7
International	Canada	\$0.05		Hawaii	\$0.07	<u> </u>
Calling Cards	1				-	ı
From: / Ta:	Continental US	AK& HÌ	PR & USVI	Guam	N Mariana IS.]
Continental US	\$0.123	\$0.423	\$0,179	\$0.328	\$0.365	1
AK & HI	\$0,490	\$0.625	\$0.625	\$0.487	\$0,524]
Canada	\$0.294	\$1.170	\$0.412	\$0.362	\$0.399]
PR & USVI	\$0.211	\$0.575	\$0.679	\$0,377	\$0.414	Ī

Service: Commercial National/Long Distance Switched, Switch-less, Dedicated, Calling Card, and Audio Conferencing Voice services, and Long Haul Data Transport services as defined in PUCO No. 4, MPSC No. 1-R and 1-U, and FCC rules and regulations are offered for authorized, reasonable and lawful commercial use. Any other use may result in discontinuance of service. Outbound Long Distance is Continental/Domestic in-state and state-to-state calling only. Duration of each call is rated in 6 second increments. Inbound Toll Free Long Distance is Continental/Domestic in-state and state-to-state calling. Outbound Off-Shore and International calls will vary depending on destination/country called. Calling card rates are based upon origination and termination points of the Term: Customer agrees to a minimum term ("Term") for each Service listed in the Schedule. The Term begins immediately upon the service installation date, which shall also be the billing date. If, following the completion of the initial Term or any renewal Term in a multi-year agreement with respect to each Service, the Customer transitions to a month-to-month agreement for any reason whatsoever, the Customer agrees to pay BTS the then applicable Monthly Recurring Charges for Services and any increase in direct and/or third party expenses to provide Service to the Customer

ay initiating, trie customer agrees to the term of the agreement specified above, acknowledges acceptance of the term master. Terms and Conditions attached or available at www.buckeye-telesystem.com and any National Services Terms and Conditions listed above or available at www.buckeye-telesystem.com. They are authorized to make this decision on behalf of the customer, and agreed to be bound by them. Customer may also request a fax copy of the Retail Master and/or National Services Terms and Conditions by calling (419) 724-9898.



	Telecommunicatio	ns Master	Service Agreeme	nt		New
0 <u> </u>	•				_	Renewal
was generated on this date	and is valid for 30 days					love/Transfer
Customer Svc Address Floor City/State Zip		<u>-</u>	Bill Name Sec Bill Name Bill Address Fir/Room City/State Zip			
Customer Con Contact Tel #	ntact		Billing Contact Contact Tel #			
				ax Exemp Required		
Switched Loca	al Services		Monthly Unit	Qty	Mont	hly Total
Essential Lines		,	\$ 21.95	11	\$	241.45
	/Switched/Facility/Internet				\$	241.45 381.44 /aived
Non Reoccurring	ng Charges				<u> </u>	raiveu
	Schedule Switched Local Service	ces	Term 36 Mont	h	3	•
	Additional Schedules	Attach	Tem			
	National Services	X	36 Mont		_	
	Facility Services Internet Services	X	36 Mont 36 Mont		-	
		ns attached. C	titutes a service order in customer signature belo the attached schedules.	accordance annes to	e) /	
Authorize	d Customer Representative	_		Title		·
	Date			Date		

The information contained herein is confidential and proprietary and should not be disclosed.

Master Terms & Conditions

Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedulea, which are provided by Buckeye TeleSystem (BTS). Term begins immediately upon the service installation (billing) date. If Customer following the completion of the Initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

General: The service is furnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like products at the price specified herein.

ming Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the tariffs of BTS

Non-Disclosure: All prices, terms and conditions associated with this Agreement are proprietary to Company and will not be disclosed by Customer to any party outside of Customer's

Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 19 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

Limitation of Liability: The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or equipment due to causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way.

Termination Penalties: Cancellation of Service by the Customer:

If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service interruption (as defined within the applicable tariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay.

- A) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- A) All Pion-reculting Charges reasonably expended by Company to establish service to Customer, plus

 (B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus

 (C) The prorate portion of a Retention Incentive Offer provided by Company to Customer, plus (D) The full amount of monthly recurring charges that would have been due too the Company by the Customer had the contract run to term.

Severability: In the event that one or more of the provisions herein shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable; provided; however, that the agreement as revised is consistent with the parties' original intent.

Warranty; Buckeye warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this agreement, and that this agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement.

Maintenance: Buckeye shall be responsible for the maintenance of the Buckeye Network and Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's

Amendments: This Agreement may only be amended in writing and any amendment must be agreed to and signed by both Company and Customer,

Notice: The customer may choose to have notices and bills delivered via U.S Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address Notice: The customer may choose to have notices and only derivered via U.S mail, in person, or electronically. The Customer has designate on the Service Green an appropriate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications deliver payment and the property of the company and the property of the property o of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication,

Claims: With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and CHAIRDS: WITH TESPECT to any service or racinty provided by the Company, each party shall indemnity, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to property of the Indemnitied Party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, representatives, or invities; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the Indemnifying party

Special Provisions: (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per list tariff rates and charges within MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2)The information contained herein is confidential and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, liming and use of such information.

Force Majours: Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part

Default: If either party falls to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

Insolvency: If either party falls to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting

Hazardous Substances: Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation) at any site where Buckeye is to perform services under this Agreement. If during such performance Buckeye employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premise on ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement until the removal or containment has been completed end approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the delay caused by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Buckeye to terminate this Agreement without further liability. If Buckeye so terminates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination

Credit Approval: This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance payment and/or deposit in accordance with MTSS and the provisions of its filed tariff referenced above.

Facilities and Equipment: The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and housing of Service Equipment; and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision of Service. The Customer shall assure that such preparation and provision are effected at the Customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the specifications provided by Buckeye

Standard of Service: Buckeye reserves the right to modify, change, add to or replace the Buckeye Network or the Service Equipment or any apparatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material atteration to the Buckeye Network physical interface or protocol used by the Customer in using



Schedule 2: National Switched Voice Services 36 Month Agreement

The Access Type and Service designated will be provided in accordance with the tariffs filed with the Federal Communications Commission and the Public Utilities Commission of Ohlo.

Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.029	\$0.029	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.035	\$0.035		US Virgin Islands	\$0.11
Canada 8XX	\$0.13	\$0.13		Alaska	\$0.51
International	Canada	\$0.05		Hawaii	\$0.07

Calling Cards					
From: / To;	Continental US	AK& HI	PR & USVI	Guam	N Mariana IS
Continental US		\$0.423	\$0.179	\$0.328	\$0.365
AK & HI		\$0.625	\$0.625	\$0.487	\$0.524
Canada		\$1.170	\$0,412	\$0.362	\$0.399
PR & USVI		\$0.575	\$0.679	\$0.377	\$0.414

Monthly Commitment	<u>\$0.00</u>
Non Recurring Charges	<u>\$0.00</u>

Customer	
Syc Address	
Floor	
City/State	
Zip	



Telecommunications Master Service Agreement Date Quote was generated on this date and is valid for 30 days Move/Transfer Customer **Bill Name** Sec Bill Name Svc Address Floor **Bill Address** City/State Flr/Room City/State Zip Zip **Customer Contact Billing Contact** Contact Tel # Contact Tel# Tax Exempt? No Build Required? No Monthly Unit **Monthly Total** Switched Local Services Qty Essential Lines 21.95 131.70 6 131.70 Monthly Total/Switched Non Reoccurring Charges Waived **Customer Acquisition Credit-One Time Credit** (\$131.70) 3 (\$395.10) Schedule Term Switched Local Services 36 Month Additional Schedules Attach Term **National Services** 36 Month X **Facility Services** Internet Services Signature by both parties on this document constitutes a service order in accordance with the master terms and conditions attached. Customer signature belg the individual terms and pricing in the attached schedule Authorized/Customer Representative . ítie Title Date The information contained herein is confidential and proprietary and should not be disclosed.

Master Terms & Conditions

Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term begins immediately upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason iscover the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

General: The service is furnished on the condition that it will be used only for authorized and lewful purposes. The service is offered subject to the availability of facilities and may be General. The software is turnished that it will be used using the authorized and lewful purposes. The service is crimered subject to the averaging or recently of company. Company has the right light the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like products at the price specified herein.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the tariffs of BTS

Non-Disclosure: All prices, terms and conditions associated with this Agraement are proprietary to Company and will not be disclosed by Customer to any party outside of Customer's

Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 19 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

Limitation of Liability: The Company will not be liable for any Indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or onissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or equipment due to causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, adultination of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority, preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way.

Termination Penalties: Cancellation of Service by the Customer:

- If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service Interruption (as defined within the applicable tariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay:

 A) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- (B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus (C) The prorate portion of a Retention Incentive Offer provided by Company to Customer, plus
- (D) The full amount of monthly recurring charges that would have been due too the Company by the Customer had the contract run to term.

Saverability: In the event that one or more of the provisions herein shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable; provided, however, that the agreement as revised is consistent with the parties' original intent.

Warranty: Buckeye warrants that Services shall be performed in a limely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this agreement, and that this agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement.

Maintenancs: Buckeye shall be responsible for the maintenance of the Buckeye Network and Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's

Amendments: This Agreement may only be amended in writing and any amendment must be agreed to and signed by both Company and Customer.

Notice: The customer may choose to have notices and bills delivered via U.S Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication,

Claims: With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable altomays fees for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the region or interior or in caused by the act or omission of the indemnifying party

Special Provisions: (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rates and charges within MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2)The information contained herain is confidential and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, thring and use of such

Force Majeure: Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any fellure to perform its obligations under the Agreement To the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any sol of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or not, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part

Default: It either party falls to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such feiture or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

Insolvency: If either party falls to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting

Hazardous Substances: Customer cartifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation) at any site where Buckeye is to perform services under this Agreement. If during such performance Buckeye employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the delay caused by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Buckeye to terminate this Agreement without further liability. If Buckeye so terminates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination,

Credit Approval: This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance payment and/or deposit in accordance with MTSS and the provisions of its filed tariff referenced above.

Facilities and Equipment: The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and housing of Service Equipment; and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision of Service. The Customer shall assure that such preparation and provision are effected at the Customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the specifications provided by Buckeye

Standard of Service: Buckeye reserves the right to modify, change, add to or replace the Buckeye Network or the Service Equipment or any apparatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially obtract from reduce or impair the overall performance or operation of Services, or require any material alteration to the Buckeye Network physical interface or protocol used by the Customer in using



Schodule 2: National Suit-36 Month Agreeman

The Access Type and Service designated will be provided in accordance with the Service with the Federal Communications Commission and the Public William Commission of Cities.

Domesto	Intradate	Intervisió	Of Shore		
Outbound 1+	\$0.020	\$0.020	Outbound +1	Puerte Fdoo	\$0,11
inhound fice	20.056	\$0.096		US Virgin lelande	\$0.11
Canada DO	30.13	\$0.13		Alexandre	80.51
The state of the	Carreda	\$0.05		Heureli	\$0.67

Califor Cardo				•	
. Protec / Toc	Cordenal Ut	AKAH	PRAIMY	. Ottom	M. Mariaca M.
Continue to 110	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
AKAM	\$6,490	\$0.625	\$0.625	90,497	\$0.624
Cainale	\$0.294	\$1,170	-90.412	\$0.362	\$0.390
PRAUM	\$0.211	\$0.576	\$0.879	\$0.877	\$0.414

Monthly Considerate	20.00
Non Recurring Charges	\$0.00

Svc Address Floor Clie/State

<u>..</u>

Zip



•			
Bill Name			
Bill Address			
FIr/Room_			
City/State			
Zip _			
Billing Contac			
Contact Te		•	
Onlan Des		,	Tax Exempt: No
Sales Rep	- · ·		Tax Exempt. No
Г	Schodula	Attached	Term
	Schedule Suitehad Logal Sonigas	Attached Y	Term 36 Months
	Switched Local Services	Attached X	Term 36 Months
	Switched Local Services National/Long Distance Services		
	Switched Local Services National/Long Distance Services Facility Transport and Lease Space Services		
	Switched Local Services National/Long Distance Services		
	Switched Local Services National/Long Distance Services Facility Transport and Lease Space Services	X ative on this docums and Conditions at the attached Set	36 Months nent constitutes a service order in ttached or available at vice Schedule(s).
	Switched Local Services National/Long Distance Services Facility Transport and Lease Space Services Internet Access Services Signature by the Authorized Customer Representa accordance with the Retail Master Term www.buckeye-telesystem.com and Facismile/Scanned signatures and initials shall be sur	X ative on this docums and Conditions at the attached Set	36 Months nent constitutes a service order in ttached or available at vice Schedule(s).
	Switched Local Services National/Long Distance Services Facility Transport and Lease Space Services Internet Access Services Signature by the Authorized Customer Representa accordance with the Retail Master Terms www.buckeye-telesystem.com and	X ative on this docums and Conditions at the attached Set	36 Months nent constitutes a service order in ttached or available at vice Schedule(s).

The information contained herein is confidential and proprietary and should not be disclosed.

Date

Date



Buckeye TeleSystem, Inc. Retail Master Terms and Conditions

These Master Terms and Conditions are a part of and incorporated into the Retail Master Service Agreement between Buckeye TeleSystem, Inc. ("BTS") and Customer.

<u>Definitions</u>: In addition to definitions provided in filed tariffs and published telecommunications competitive service guides and supplied elsewhere in this Agreement, the following words shall have the meanings:

Authorized Service is to be solely consumed by the commercial business (end user) and is not for resale.

<u>Dedicated</u>

Long Distance Service provided via a Special Access Circuit.

<u>Demarcation</u>

Point at which the service provider network ends and connects with the wiring/distribution at the

customer premise

FX Foreign Exchange is a number foreign to a central office and is not provided E-911 service..

<u>Line</u>

Commercial Business Line or Digital/Basic Rate Interface Line level service

Master Service Agreement Includes Master Terms and Conditions, Service Schedules, Letter of Agency and Authorization,

Emergency Contacts, and Telephone Number Directory Information.

Monthly Recurring Charges Monthly Charge for Service

MTSS Minimum Telephone Service Standards as defined by State Regulatory Commissions

Non-Recurring Charges One-Time Charge for Service

POP Point-of-Presence for Interexchange Carrier Services

Schedule(s) Document describing the Service(s) to be provided by BTS to Customer and specifies the pricing and

additional Terms and Conditions of the Agreement.

Service(s) Service being purchased by Customer from BTS under this Agreement, e.g., Switched Local via a

Business Line or ISDN Prime Rate Interface Trunk or Facility Service such as a Ethernet Native LAN

Extension.

Service Equipment Any company provided equipment for the purpose of providing service.

<u>Service Order</u> Physical document that describes the services purchase<u>d</u> and to be billed to customer.

SPAM Any unsolicited commercial email, or any bulk e-mailing (unsolicited or otherwise) that poses a risk of

disrupting service on Buckeye's network. It is usually sent in large quantities to recipients who have

not specifically opted or chosen to receive it.

SPIT Any unsolicited, unwanted, automatically-dialed, pre-recorded Voice-over-IP phone calls that pose a

risk of disrupting service on Buckeye's network. It is usually sent in large quantities to recipients who

have not specifically opted or chosen to receive it.

Special Access Regulated Private Line Transport Service either a Point-to-POP or Point-to-Point.

Station Commercial Analog or Digital/ISDN Basic Rate Interface Centrex Station level service

Switched Long Distance Service provided in conjunction with Local Voice Service

Switch-less Long Distance Service provided without Local Voice Service

<u>Trunk</u> Commercial Analog, Digital, ISDN Prime Rate Interface Trunk level service

General: The Service is furnished on the condition that it will be used only for authorized and lawful purposes. The Service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of BTS. BTS has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like Services at the price specified in this Agreement.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio for Ohio customers, and the rules of the Michigan Public Service Commission for Michigan customers, as well as BTS's tariffs on file in each state or BTS Competitive Telecommunications Service Guides published for each state for customers in those states, and to the extent applicable, federal laws and regulations, including FCC rules and regulations.

Services: Services may generally be described as tariffed (PUCO No. 2, 3, 4, 5; MPSC No. 1-R, 2-R) and/or non-tariffed telecommunications (BTS Competitive Telecommunications Service Guide) and unregulated (MPSC No. 1-U) and information services, which may be custom designed to meet unique customer requirements on a one-time basis. Such services may be provided by BTS solely or in conjunction with another communications provider.

Term of Agreement: Customer agrees to a minimum term ("Term") for each Service listed in the attached Schedules. The Term begins immediately upon the service installation date, which shall also be the billing date.

Non-Disclosure: All prices, products, configurations, terms and conditions associated with this Agreement are proprietary to BTS and shall not be disclosed by Customer to any party outside of Customer's business entity. BTS reserves the right to immediately terminate Service(s) and apply all applicable liquidated damages for failure to comply with this non-disclosure provision, and to seek any other legal or equitable remedy, including but not limited to injunctive relief. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information. Any and all documents, information, or materials disclosed shall be marked "confidential"; the disclosing party shall use its best efforts to ensure that the Agreement is covered by a protective order, and the disclosing party shall notify the other of its intent to disclose all or part of the Agreement unless legally prohibited from doing so.

<u>Credit Approval</u>: This Agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. BTS may request an advance payment and/or deposit in accordance with MTSS and the provisions of its tariffs.

Charges & Payment: Unless otherwise provided in the Schedules, payment for Service, installation, and Monthly Recurring and Non-Recurring Charges, including applicable surcharges and federal, state, and local taxes shall be due 30 days from the date on the bill. If the bill is not paid by the due date, it then becomes past due. BTS shall present bills for Monthly Recurring Charges to the Customer monthly in advance of the month in which the Service is provided. Automatic payment through Checking or Credit/Debit Card Electronic Fund Transfer (EFT) is optional.

Termination Liability: Cancellation of Service by the Customer: If Customer terminates Service(s) at the assigned address before the completion of the initial Term or any subsequent renewal Term for any reason whatsoever other than service interruption (as defined within the applicable tariff or Competitive Telecommunications Service Guide), or if a Customer moves to another service address that BTS cannot service, the Customer agrees to pay BTS:

- (A) All Non-Recurring Charges reasonably expended by BTS to establish Service to Customer, plus
- (B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by BTS on behalf of Customer, plus
- (C) The pro-rata portion of any Special Offer provided by BTS to Customer, plus
- (D) The full amount of the Monthly Recurring Charges that would have been due to BTS by the Customer had the Service run to its full Term or renewal Term. Term is as defined in the Term of Agreement section.

Installation: The Company shall use reasonable efforts to make available services to a Customer in accordance with Minimum Telephone Service Standards ("MTSS"), on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in the applicable tariff or Competitive Telecommunications Service Guide. Where a Customer-unique service is being provided and/or where another carrier provider is involved in service provisioning, and the Company is unable to meet an MTSS standard interval, such appropriate information will be communicated to the Customer by the Company. In such cases, the Company would not guarantee specific date of availability and shall not be liable for any delays in commencing Service to any Customer. Service date will begin with the date of installation (billing date). The Company shall use reasonable efforts to maintain facilities to the Customer in accordance with MTSS provisions.

<u>Demarcations</u>: All services will be installed/terminated at the established Premise Demarcation Point. The Demarcation Point support, maintenance, repair, and moves are not the responsibility of BTS. Demarcation Extensions are the property and responsibility of the customer.

Space/Access: Customer shall provide at no charge, as specified from time to time by BTS, any needed personnel, equipment space, and power to operate BTS facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on Customer Premises. BTS shall have reasonable access to the conduit to Customer Premises and to its system equipment.

Hazardous Substances: Customer certifies that there are no hazardous substances (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation, but expressly including but not limited to asbestos containing materials) at any site where BTS is to perform Services, including but not limited to installation and maintenance of Service Equipment, under this Agreement. If BTS employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. BTS may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and by BTS. Performance obligations under this Agreement shall be extended for the delay caused by said clean-up or removal. Customer's failure to remove or contain the hazardous substance shall entitle BTS to terminate this Agreement without further liability. If BTS so terminates, Customer shall reimburse BTS for expenses incurred in performing this Agreement until termination.

<u>Facility & Equipment</u>: The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities and/or equipment installed by the Company, except upon the written consent of the Company.

Access & Network: BTS reserves the right to modify, change, add to or replace the BTS Network or the Service Equipment or any part thereof. Any such modification, change, addition or replacement shall be carried out at BTS's own expense and BTS shall use reasonable efforts to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the BTS Network physical interface or protocol used by the Customer in using Services.

Maintenance: BTS shall be responsible for the maintenance of the BTS Network and its Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by BTS or to repair damage or cure interruptions caused by the Customer or Customer's equipment. BTS reserves the right to pass through to Customer charges from third parties incurred in connection with establishing or maintaining Service including, without limitation, charges from building owners or other utilities for electrical service or for use of existing wiring or facilities.

Notice: Customer may choose to have notices and bills delivered via U.S Mail, or electronically. The Customer shall designate on the Service Order an appropriate address to which BTS shall deliver all notices and other communications, except that the Customer may also designate a separate address to which BTS's bills for Service shall be mailed or delivered electronically. BTS shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that BTS may designate a separate address on each bill for Service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the applicable tariff shall be in writing. Notices and other communications of either party, and all bills mailed by BTS, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received (including electronically) or refused by the addressee, whichever occurs first.

<u>Warranty:</u> BTS warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care in accordance with the terms of this Agreement, including the provision respecting Force Majuere. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES CONCERNING THE FITNESS OF THE SERVICES, SERVICE EQUIPMENT OR PRODUCTS OF BTS, OR ANY PART THEREOF, FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY AND SPECIFICALLY EXCLUDED.

BTS and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this Agreement, and that this Agreement is a valid and binding obligation of such party enforceable against it in accordance with its terms.

Force Majeure: Except with respect to the obligation to pay, neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof. In the event of such Force Majeure condition, the time for performance of that party's obligations shall be suspended and extended for a reasonable period of time following the conclusion of the Force Majeure condition.

Claims: To the maximum extent allowed by law, each party shall indemnify and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, and related costs, resulting from (A) any loss, destruction, or damage to property of the indemnified party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the indemnifying party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the indemnifying party.

Severability: In the event that one or more of the provisions in this Agreement shall for any reason be held to be illegal or unenforceable, such provision shall be severed from this Agreement and the balance of the Agreement shall remain in effect and further, such provision shall be revised only to the extent necessary to make such provision legal and enforceable; provided, however, that the Agreement as revised shall be consistent with the parties' original intent.

Amendments: This Agreement may only be amended in writing and any amendment must be agreed to and signed by both BTS and Customer.

Transfer and Assignments: Neither BTS nor the Customer may assign or transfer its rights or duties under this Agreement without the written consent of the other party, except that BTS may assign its rights and duties (A) to any subsidiary, parent, or affiliate of BTS, (B) pursuant to any sale or transfer of substantially all of the assets of BTS, or (C) pursuant to any financing, merger, or reorganization of BTS.

<u>Default</u>: If either party fails to perform any material obligation under this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a written default notice from the other party, then the non-defaulting party shall have the right to terminate this Agreement upon written notice to the defaulting party and seek any and all legal and equitable remedies.



Switched Local Service Schedule

Custome Svc Address	 Contract Type Renewal Term of Agreement 36 Months			
Floor City/State Zip Build Required?	 Acceptance of Term	_(initial)		
Customer Contac Contact Tel #				

Service	Qty		MRC		Total	NRC
Essential Line	7	\$	21.95	\$	153.65	Waived
				\$	-	
				\$	-	
				\$	-	
				\$	-	
				\$		
				\$	-	
				\$	-	
				\$	-	
				\$	-	
	ELVINGE EN THE CONTROL SEGO	aret in the second	NAMES OF STREET	SPECTOR.		GREEN STREET, SAY, ACCORDING
Monthly Total				\$	153.65	\$ -
				\$	-	

Service: Commercial Local Business Line, Local and Foreign Exchange (FX) Trunk, and Local Station/Centrex level services defined in PUCO No. 2 and 5, MPSC No. 1-R and 1-U, and BTS Competitive Telecommunications Service Guide are offered for authorized, reasonable and lawful commercial use. Any other use may result in discontinuance of service. Commercial Local Line, Trunk and Station/Centrex services provide local calling while a Commercial Foreign Exchange Trunk provides local calling to another local Term: Customer agrees to a minimum term ("Term") for each Service listed in the Schedule. The Term begins immediately upon the service installation date, which shall also be the billing date. If, following the completion of the initial Term or any renewal Term in a multi-year agreement with respect to each Service, the Customer transitions to a month-to-month agreement for any reason whatsoever, the Customer agrees to pay BTS the then applicable Monthly Recurring Charges for Services and any increase in direct and/or third party-expenses to provide Service to the Customer

Equipment: Buckeye TeleSystem will provide a universal power supply (UPS) for power backup of TeleSystem VOIP telephony equipment. This equipment is not to be used for any other customer equipment. Following the initial warranty period, the customer will be responsible for the replacement of the UPS. Customer may contact Buckeye TeleSystem for current options for replacement of the

UPS. This paragraph is not a warranty.

E-911: CUSTOMER MUST NOT MOVE, OR PERMIT TO BE MOVED, ANY BTS SERVICE EQUIPMENT OR PROPERTY TO ANY OTHER ADDRESS. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE ADDRESS ASSOCIATED WITH AN EMERGENCY 911 CALL IS THE AUTHORIZED ADDRESS WHERE THE VOICE SERVICE WAS ORIGINALLY PROVIDED. FOR ANY VOIP SERVICE CUSTOMER RECOGNIZES THAT MOVEMENT OF THE VOICE-ENABLED BROADBAND MODEM OR IP-ENABLED ENDPOINT (VOIP EQUIPMENT) FROM THE ORIGINAL SERVICE LOCATION WILL RESULT IN ANY EMERGENCY 911 CALL IDENTIFIED AS BEING FROM THE ORIGINAL SERVICE LOCATION. THEREFORE, ACCESS TO EMERGENCY 911 SERVICES WILL BE LIMITED IF THE VOIP EQUIPMENT IS MOVED FROM THE ORIGINAL SERVICE LOCATION. FURTHER, CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE VOIP EQUIPMENT MUST NOT BE LEFT UNPLUGGED OR WITH ITS BATTERY REMOVED, AND THE COAXIAL/COPPER CABLE MUST NOT BE DISCONNECTED FROM THE MODEM, FROM THE WALL OUTLET. OR FROM THE GROUND BLOCK OUTSIDE THE BUILDING. ANY OF THOSE ACTIONS WILL LIMIT ACCESS TO

By initialing, the customer agrees to the term of the agreement specified above, acknowledges acceptance of the Retail Master Terms and Conditions attached or available at www.buckeye-telesystem.com and any Switched Services Terms and Conditions listed above or available at www.buckeye-telesystem.com. They are authorized to make this decision on behalf of the customer, and agreed to be bound by them. Customer may also request a fax copy of the Retail Master and/or Switched Services Terms and Conditions by calling (419) 724-9898.



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		Retail Master Service Agr
m - r -		•

Bill Name					
Sec Bill Name	· · ·	10			
Bill Address <u></u>					
Flr/Roor					
City/State					
Ziį					
Billing Contact					
Contact Tel		-	•	,	
Sales Rep		•	1	ax Exempt: No	

Schedule	Attached	Term
Switched Local Services	Х	12'Months
National/Long Distance Services	Х	12 Months
Facility Transport and Lease Space Services		•
Internet Access Services		

Signature by the Authorized Customer Representative on this document constitutes a service order in accordance with the Retail Master Terms and Conditions attached or available at www.buckeye-telesystem.com and the attached Service Schedule(s).

Facismile/Scanned signatures and initials shall be sufficient to bind parties to the agreement a head.

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<u>**</u>	A serve of the server of the s	— / Date	

The information contained herein is confidential and proprietary and should not be disclosed.



Buckeye TeleSystem, Inc. Retail Master Terms and Conditions

These Master Terms and Conditions are a part of and incorporated into the Retail Master Service Agreement between Buckeye TeleSystem, Inc. ("BTS") and Customer.

<u>Definitions</u>: In addition to definitions provided in filed tariffs and published telecommunications competitive service guides and supplied elsewhere in this Agreement, the following words shall have the meanings:

<u>Authorized</u> Service is to be solely consumed by the commercial business (end user) and is not for resale.

Dedicated Long Distance Service provided via a Special Access Circuit.

Demarcation Point at which the service provider network ends and connects with the wiring/distribution at the

customer premise

FX Foreign Exchange is a number foreign to a central office and is not provided E-911 service..

<u>Line</u> Commercial Business Line or Digital/Basic Rate Interface Line level service

Master Service Agreement Includes Master Terms and Conditions, Service Schedules, Letter of Agency and Authorization,

Emergency Contacts, and Telephone Number Directory Information.

Monthly Recurring Charges Monthly Charge for Service

MTSS Minimum Telephone Service Standards as defined by State Regulatory Commissions

Non-Recurring Charges One-Time Charge for Service

POP Point-of-Presence for Interexchange Carrier Services

Schedule(s)

Document describing the Service(s) to be provided by BTS to Customer and specifies the pricing and

additional Terms and Conditions of the Agreement.

Service(s) Service being purchased by Customer from BTS under this Agreement, e.g., Switched Local via a

Business Line or ISDN Prime Rate Interface Trunk or Facility Service such as a Ethernet Native LAN

Extension.

Service Equipment Any company provided equipment for the purpose of providing service.

Service Order Physical document that describes the services purchased and to be billed to customer.

SPAM Any unsolicited commercial email, or any bulk e-mailing (unsolicited or otherwise) that poses a risk of

disrupting service on Buckeye's network. It is usually sent in large quantities to recipients who have

not specifically opted or chosen to receive it.

SPIT Any unsolicited, unwanted, automatically-dialed, pre-recorded Voice-over-IP phone calls that pose a

risk of disrupting service on Buckeye's network. It is usually sent in large quantities to recipients who

have not specifically opted or chosen to receive it.

<u>Special Access</u>

Regulated Private Line Transport Service either a Point-to-POP or Point-to-Point.

Station Commercial Analog or Digital/ISDN Basic Rate Interface Centrex Station level service

Switched Long Distance Service provided in conjunction with Local Voice Service

Switch-less Long Distance Service provided without Local Voice Service

Trunk Commercial Analog, Digital, ISDN Prime Rate Interface Trunk level service

General: The Service is furnished on the condition that it will be used only for authorized and lawful purposes. The Service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of BTS. BTS has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like Services at the price specified in this Agreement.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio for Ohio customers, and the rules of the Michigan Public Service Commission for Michigan customers, as well as BTS's tariffs on file in each state or BTS Competitive Telecommunications Service Guides published for each state for customers in those states, and to the extent applicable, federal laws and regulations, including FCC rules and regulations.

Services: Services may generally be described as tariffed (PUCO No. 2, 3, 4, 5; MPSC No. 1-R, 2-R) and/or non-tariffed telecommunications (BTS Competitive Telecommunications Service Guide) and unregulated (MPSC No. 1-U) and information services, which may be custom designed to meet unique customer requirements on a one-time basis. Such services may be provided by BTS solely or in conjunction with another communications provider.

Term of Agreement: Customer agrees to a minimum term ("Term") for each Service listed in the attached Schedules. The Term begins immediately upon the service installation date, which shall also be the billing date.

Non-Disclosure: All prices, products, configurations, terms and conditions associated with this Agreement are proprietary to BTS and shall not be disclosed by Customer to any party outside of Customer's business entity. BTS reserves the right to immediately terminate Service(s) and apply all applicable liquidated damages for failure to comply with this non-disclosure provision, and to seek any other legal or equitable remedy, including but not limited to injunctive relief. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information. Any and all documents, information, or materials disclosed shall be marked "confidential"; the disclosing party shall use its best efforts to ensure that the Agreement is covered by a protective order, and the disclosing party shall notify the other of its intent to disclose all or part of the Agreement unless legally prohibited from doing so.

<u>Credit Approval</u>: This Agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. BTS may request an advance payment and/or deposit in accordance with MTSS and the provisions of its tariffs.

Charges & Payment: Unless otherwise provided in the Schedules, payment for Service, installation, and Monthly Recurring and Non-Recurring Charges, including applicable surcharges and federal, state, and local taxes shall be due 30 days from the date on the bill. If the bill is not paid by the due date, it then becomes past due. BTS shall present bills for Monthly Recurring Charges to the Customer monthly in advance of the month in which the Service is provided. Automatic payment through Checking or Credit/Debit Card Electronic Fund Transfer (EFT) is optional.

<u>Termination Liability</u>: Cancellation of Service by the Customer: If Customer terminates Service(s) at the assigned address before the completion of the initial Term or any subsequent renewal Term for any reason whatsoever other than service interruption (as defined within the applicable tariff or Competitive Telecommunications Service Guide), or if a Customer moves to another service address that BTS cannot service, the Customer agrees to pay BTS:

- (A) All Non-Recurring Charges reasonably expended by BTS to establish Service to Customer, plus
- (B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by BTS on behalf of Customer, plus
- (C) The pro-rata portion of any Special Offer provided by BTS to Customer, plus
- (D) The full amount of the Monthly Recurring Charges that would have been due to BTS by the Customer had the Service run to its full Term or renewal Term. Term is as defined in the Term of Agreement section.

Installation: The Company shall use reasonable efforts to make available services to a Customer in accordance with Minimum Telephone Service Standards ("MTSS"), on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in the applicable tariff or Competitive Telecommunications Service Guide. Where a Customer-unique service is being provided and/or where another carrier provider is involved in service provisioning, and the Company is unable to meet an MTSS standard interval, such appropriate information will be communicated to the Customer by the Company. In such cases, the Company would not guarantee specific date of availability and shall not be liable for any delays in commencing Service to any Customer. Service date will begin with the date of installation (billing date). The Company shall use reasonable efforts to maintain facilities to the Customer in accordance with MTSS provisions.

<u>Demarcations</u>: All services will be installed/terminated at the established Premise Demarcation Point. The Demarcation Point support, maintenance, repair, and moves are not the responsibility of BTS. Demarcation Extensions are the property and responsibility of the customer.

Space/Access: Customer shall provide at no charge, as specified from time to time by BTS, any needed personnel, equipment space, and power to operate BTS facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on Customer Premises. BTS shall have reasonable access to the conduit to Customer Premises and to its system equipment.

Hazardous Substances: Customer certifies that there are no hazardous substances (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation, but expressly including but not limited to asbestos containing materials) at any site where BTS is to perform Services, including but not limited to installation and maintenance of Service Equipment, under this Agreement. If BTS employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. BTS may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and by BTS. Performance obligations under this Agreement shall be extended for the delay caused by said clean-up or removal. Customer's failure to remove or contain the hazardous substance shall entitle BTS to terminate this Agreement without further liability. If BTS so terminates, Customer shall reimburse BTS for expenses incurred in performing this Agreement until termination.

Facility & Equipment: The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities and/or equipment installed by the Company, except upon the written consent of the Company.

Access & Network: BTS reserves the right to modify, change, add to or replace the BTS Network or the Service Equipment or any part thereof. Any such modification, change, addition or replacement shall be carried out at BTS's own expense and BTS shall use reasonable efforts to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the BTS Network physical interface or protocol used by the Customer in using Services.

Maintenance: BTS shall be responsible for the maintenance of the BTS Network and its Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by BTS or to repair damage or cure interruptions caused by the Customer or Customer's equipment. BTS reserves the right to pass through to Customer charges from third parties incurred in connection with establishing or maintaining Service including, without limitation, charges from building owners or other utilities for electrical service or for use of existing wiring or facilities.

Notice: Customer may choose to have notices and bills delivered via U.S Mail, or electronically. The Customer shall designate on the Service Order an appropriate address to which BTS shall deliver all notices and other communications, except that the Customer may also designate a separate address to which BTS's bills for Service shall be mailed or delivered electronically. BTS shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that BTS may designate a separate address on each bill for Service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the applicable tariff shall be in writing. Notices and other communications of either party, and all bills mailed by BTS, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received (including electronically) or refused by the addressee, whichever occurs first.

Warranty: BTS warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care in accordance with the terms of this Agreement, including the provision respecting Force Majuere. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES CONCERNING THE FITNESS OF THE SERVICES, SERVICE EQUIPMENT OR PRODUCTS OF BTS, OR ANY PART THEREOF, FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY AND SPECIFICALLY EXCLUDED.

BTS and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this Agreement, and that this Agreement is a valid and binding obligation of such party enforceable against it in accordance with its terms.

Force Majeure: Except with respect to the obligation to pay, neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof. In the event of such Force Majeure condition, the time for performance of that party's obligations shall be suspended and extended for a reasonable period of time following the conclusion of the Force Majeure condition.

Claims: To the maximum extent allowed by law, each party shall indemnify and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, and related costs, resulting from (A) any loss, destruction, or damage to property of the indemnified party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the indemnifying party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the indemnifying party.

Severability: In the event that one or more of the provisions in this Agreement shall for any reason be held to be illegal or unenforceable, such provision shall be severed from this Agreement and the balance of the Agreement shall remain in effect and further, such provision shall be revised only to the extent necessary to make such provision legal and enforceable; provided, however, that the Agreement as revised shall be consistent with the parties' original intent.

Amendments: This Agreement may only be amended in writing and any amendment must be agreed to and signed by both BTS and Customer.

<u>Transfer and Assignments</u>: Neither BTS nor the Customer may assign or transfer its rights or duties under this Agreement without the written consent of the other party, except that BTS may assign its rights and duties (A) to any subsidiary, parent, or affiliate of BTS, (B) pursuant to any sale or transfer of substantially all of the assets of BTS, or (C) pursuant to any financing, merger, or reorganization of BTS.

<u>Default</u>: If either party fails to perform any material obligation under this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a written default notice from the other party, then the non-defaulting party shall have the right to terminate this Agreement upon written notice to the defaulting party and seek any and all legal and equitable remedies.



Switched Local Service Schedule

Customer Svc Addres	Contract Type New Term of Agreement 12 Months
Floor City/State Zip Build Required?	Acceptance of Termal)
Customer Contact Contact Tel #	

Service	Qty		MRC		Total	NRC
Essential Business Line	1	\$	25.95	\$	25.95	
				\$	-	
				\$	-	
				\$	-	
				\$	-	
				\$	-	
				\$	-	,
				\$	-	
				\$	-	
				\$.	-	
	Spiransastiyas Rings (extist)	बार प्रकृत अपने हता	Westerne Schoolsten	FW26:3575-11	group to the special service.	ariant era production of acceptable
Monthly Total				\$	25.95	\$ -
				\$	_	

Service: Commercial Local Business Line, Local and Foreign Exchange (FX) Trunk, and Local Station/Centrex level services defined in PUCO No. 2 and 5, MPSC No. 1-R and 1-U, and BTS Competitive Telecommunications Service Guide are offered for authorized, reasonable and lawful commercial use. Any other use may result in discontinuance of service. Commercial Local Line, Trunk and Station/Centrex services provide local calling while a Commercial Foreign Exchange Trunk provides local calling to another local Term: Customer agrees to a minimum term ("Term") for each Service listed in the Schedule. The Term begins immediately upon the service installation date, which shall also be the billing date. If, following the completion of the initial Term or any renewal Term in a multi-year agreement with respect to each Service, the Customer transitions to a month-to-month agreement for any reason whatsoever, the Customer agrees to pay BTS the then applicable Monthly Recurring Charges for Services and any increase in direct and/or third party expenses to provide Service to the Customer

Equipment: Buckeye TeleSystem will provide a universal power supply (UPS) for power backup of TeleSystem VOIP telephony equipment. This equipment is not to be used for any other customer equipment. Following the initial warranty period, the customer will be responsible for the replacement of the UPS. Customer may contact Buckeye TeleSystem for current options for replacement of the UPS.

This paragraph is not a warranty.

E-911: CUSTOMER MUST NOT MOVE, OR PERMIT TO BE MOVED, ANY BTS SERVICE EQUIPMENT OR PROPERTY TO ANY OTHER ADDRESS. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE ADDRESS ASSOCIATED WITH AN EMERGENCY 911 CALL IS THE AUTHORIZED ADDRESS WHERE THE VOICE SERVICE WAS ORIGINALLY PROVIDED. FOR ANY VOIP SERVICE CUSTOMER RECOGNIZES THAT MOVEMENT OF THE VOICE-ENABLED BROADBAND MODEM OR IP-ENABLED ENDPOINT (VOIP EQUIPMENT) FROM THE ORIGINAL SERVICE LOCATION WILL RESULT IN ANY EMERGENCY 911 CALL IDENTIFIED AS BEING FROM THE ORIGINAL SERVICE LOCATION. THEREFORE, ACCESS TO EMERGENCY 911 SERVICES WILL BE LIMITED IF THE VOIP EQUIPMENT IS MOVED FROM THE ORIGINAL SERVICE LOCATION. FURTHER, CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE VOIP EQUIPMENT MUST NOT BE LEFT UNPLUGGED OR WITH ITS BATTERY REMOVED, AND THE COAXIAL/COPPER CABLE MUST NOT BE DISCONNECTED FROM THE MODEM, FROM THE WALL OUTLET, OR FROM THE GROUND BLOCK OUTSIDE THE BUILDING. ANY OF THOSE ACTIONS WILL LIMIT ACCESS TO

By initialing, the customer agrees to the term of the agreement specified above, acknowledges acceptance of the Retail Master Terms and Conditions attached or available at www.buckeye-telesystem.com and any Switched Services Terms and Conditions listed above or available at www.buckeye-telesystem.com. They are authorized to make this decision on behalf of the customer, and agreed to be bound by them. Customer may also request a fax copy of the Retail Master and/or Switched Services Terms and Conditions by calling (419) 724-9898.



National/Long Distance Service Schedule

	Customer Svc Address				Contract Type Notes of Agreement 1	*****
	Floor_ City/State Zip	•		/	or Agreement_	2 WOTHING
C	ustomer Contac					
	Contact Tel # 1			Monthly Commitmen	t	\$0.00
				Non Reoccurring Cha	arges	<u>\$0.00</u>
г	Month-to-Month			Acceptance of Term:	Imital	
Г	Domestic	Intrastate	Interstate	Off Shore		
\vdash	Outbound 1+	\$0.06	\$0.06	Outbound +1	Puerto Rico	\$0.11
	Inbound 8xx	\$0.00	\$0.06	l	Js Virgin Islands	\$0.11
					Alaska	\$0.51
	International	Canada-	\$0.05	Marca	Hawaii	\$0.07
ح		•				
	12 Months				Initia	
F	Domestic	Intrastate	Interstate	Off Shore	,	
			00.000	0.4	Puerto Rice	\$0.11
厂	Outbound 1+	\$0.029	\$0.029	Outbound +1		
	Outbound 1+ Inbound 8xx	\$0.029 \$0.049	\$0.029	Outbound +1]	JS Virgin Islands	\$0.17
				Outbound +1	JS Virgin Islands Alaska	\$0.11 \$0.51
				Outbound +1	JS Virgin Islands	\$0.17
	Inbound 8xx	\$0.049	\$0.049		JS Virgin Islands Alaska Hawaii	\$0.11 \$0.51 \$0.07
	Inbound 8xx	\$0.049	\$0.049	Acceptance of Term:	JS Virgin Islands Alaska	\$0.11 \$0.51 \$0.07
	Inbound 8xx	\$0.049	\$0.049	Acceptance of Term: Off Shore	JS Virgin Islands Alaska Hawaii	\$0.11 \$0.51 \$0.07
	International 24 Months	\$0.049 Canada	\$0.049 \$0.05	Acceptance of Term: Off Shore Outbound +1	JS Virgin Islands Alaska Hawaii Initial Puerto Rico	\$0.11 \$0.51 \$0.07
	International 24 Months Domestic	\$0.049 Canada Intrastate	\$0.049 \$0.05 Interstate	Acceptance of Term: Off Shore Outbound +1	JS Virgin Islands Alaska Hawaii Initia Puerto Rico JS Virgin Isla	\$0.11 \$0.51 \$0.07
	International 24 Months Domestic Outbound 1+	\$0.049 Canada Intrastate \$0.029	\$0.049 \$0.05 Interstate \$0.029	Acceptance of Term: Off Shore Outbound +1	JS Virgin Islands Alaska Hawaii Initia Puerto Ricol JS Virgin Isla	\$0.11 \$0.51 \$0.07
	International 24 Months Domestic Outbound 1+	\$0.049 Canada Intrastate \$0.029	\$0.049 \$0.05 Interstate \$0.029	Acceptance of Term: Off Shore Outbound +1	JS Virgin Islands Alaska Hawaii Initia Puerto Rico JS Virgin Isla	\$0.11 \$0.51 \$0.07
	International 24 Months Domestic Outbound 1+ Inbound 8xx	\$0.049 Canada Intrastate \$0.029 \$0.440	\$0.049 \$0.05 Interstate \$0.029 \$0.440	Acceptance of Term: Off Shore Outbound +1	JS Virgin Islands Alaska Hawaii Initia Puerto Ricol JS Virgin Isla	\$0.17 \$0.51 \$0.07
<u> </u>	Inbound 8xx International 24 Months Domestic Outbound 1+ Inbound 8xx International 36 Months	\$0.049 Canada Intrastate \$0.029 \$0.440	\$0.049 \$0.05 Interstate \$0.029 \$0.440	Acceptance of Term: Off Shore Outbound +1	JS Virgin Islands Alaska Hawaii Initial Puerto Ricol JS Virgin Isla Alaska Alaska Hawaii	\$0.11 \$0.51 \$0.07
	Inbound 8xx International 24 Months Domestic Outbound 1+ Inbound 8xx International 36 Months Domestic	\$0.049 Canada Intrastate \$0.029 \$0.440 Canada	\$0.049 \$0.05 Interstate \$0.029 \$0.440 \$0.05	Acceptance of Term: Off Shore Outbound +1 Acceptance of Jerm: Off Shore Outbound +1	JS Virgin Islands Alaska Hawaii Initial Puerto Ricol JS Virgin Islan Alaska Hawaii Initial Puerto Ricol	\$0.11 \$0.51 \$0.07
	Inbound 8xx International 24 Months Domestic Outbound 1+ Inbound 8xx International 36 Months Domestic Outbound 1+	\$0.049 Canada Intrastate \$0.029 \$0.440 Canada Intrastate \$0.029	\$0.049 \$0.05 Interstate \$0.029 \$0.440 \$0.05	Acceptance of Term: Off Shore Outbound +1 Acceptance of Jerm: Off Shore Outbound +1	JS Virgin Islands Alaska Hawaii Initial Puerto Ricol JS Virgin Isla Alaska Alaska Hawaii	\$0.11 \$0.51 \$0.07
<u> </u>	Inbound 8xx International 24 Months Domestic Outbound 1+ Inbound 8xx International 36 Months Domestic Outbound 1+ Inbound 8xx	\$0.049 Canada Intrastate \$0.029 \$0.440 Canada Intrastate \$0.029 \$0.035	\$0.049 \$0.05 Interstate \$0.029 \$0.440 \$0.05	Acceptance of Term: Off Shore Outbound +1 Acceptance of Jerm: Off Shore Outbound +1	JS Virgin Islands Alaska Hawaii Initial Puerto Ricol JS Virgin Islan Alaska Hawaii Initial Puerto Ricol	\$0.11 \$0.51 \$0.07 \$0.11 \$0.11 \$0.51
/ L	Inbound 8xx International 24 Months Domestic Outbound 1+ Inbound 8xx International 36 Months Domestic Outbound 1+	\$0.049 Canada Intrastate \$0.029 \$0.440 Canada Intrastate \$0.029	\$0.049 \$0.05 Interstate \$0.029 \$0.440 \$0.05 Interstate \$0.029 \$0.035	Acceptance of Term: Off Shore Outbound +1 Acceptance of Jerm: Off Shore Outbound +1	JS Virgin Islands Alaska Hawaii Initial Puerto Rico JS Virgin Islan Alaska Alaska Hawaii Puerto Rico JS Virgin Islan Puerto Rico JS Virgin Islands	\$0.11 \$0.51 \$0.07 \$0.11 \$0.11
/ L	Inbound 8xx International 24 Months Domestic Outbound 1+ Inbound 8xx International 36 Months Domestic Outbound 1+ Inbound 8xx Canada 8xx	\$0.049 Canada Intrastate \$0.029 \$0.440 Canada Intrastate \$0.029 \$0.035 \$0.13	\$0.049 \$0.05 Interstate \$0.029 \$0.440 \$0.05 Interstate \$0.029 \$0.035 \$0.13	Acceptance of Term: Off Shore Outbound +1 Acceptance of Jerm: Off Shore Outbound +1	JS Virgin Islands Alaska Hawaii Initial Puerto Rico JS Virgin Islan Alaska Initial Puerto Rico JS Virgin Islands Alaska Alaska	\$0.11 \$0.51 \$0.07 \$0.11 \$0.11 \$0.51
	Inbound 8xx International 24 Months Domestic Outbound 1+ Inbound 8xx International 36 Months Domestic Outbound 1+ Inbound 8xx Canada 8xx International	\$0.049 Canada Intrastate \$0.029 \$0.440 Canada Intrastate \$0.029 \$0.035 \$0.13	\$0.049 \$0.05 Interstate \$0.029 \$0.440 \$0.05 Interstate \$0.029 \$0.035 \$0.13	Acceptance of Term: Off Shore Outbound +1 Acceptance of Jerm: Off Shore Outbound +1	JS Virgin Islands Alaska Hawaii Initial Puerto Rico JS Virgin Islan Alaska Initial Puerto Rico JS Virgin Islands Alaska Alaska	\$0.11 \$0.51 \$0.07 \$0.11 \$0.11 \$0.51 \$0.07
	Inbound 8xx International 24 Months Domestic Outbound 1+ Inbound 8xx International 36 Months Domestic Outbound 1+ Inbound 8xx Canada 8xx International Calling Cards	\$0.049 Canada Intrastate \$0.029 \$0.440 Canada Intrastate \$0.029 \$0.035 \$0.13 Canada	\$0.049 \$0.05 Interstate \$0.029 \$0.440 \$0.05 Interstate \$0.029 \$0.035 \$0.13	Acceptance of Term: Off Shore Outbound +1 Acceptance of Jerm: Off Shore Outbound +1	JS Virgin Islands Alaska Hawaii Initial Puerto Rico JS Virgin Islan Alaska Initial Puerto Rico JS Virgin Islands Alaska Alaska	\$0.11 \$0.51 \$0.07 \$0.11 \$0.11 \$0.51 \$0.07
	Inbound 8xx International 24 Months Domestic Outbound 1+ Inbound 8xx International 36 Months Domestic Outbound 1+ Inbound 8xx Canada 8xx International Calling Cards From: / To:	\$0.049 Canada Intrastate \$0.029 \$0.440 Canada Intrastate \$0.029 \$0.035 \$0.13	\$0.049 \$0.05 Interstate \$0.029 \$0.440 \$0.05 Interstate \$0.029 \$0.035 \$0.13 \$0.05	Acceptance of Term: Off Shore Outbound +1 Acceptance of Jerm: Off Shore Outbound +1	JS Virgin Islands Alaska Hawaii Initial Puerto Rico JS Virgin Islan Alaska Hawaii Puerto Rico JS Virgin Islands Alaska Hawaii Guam \$0.328	\$0.11 \$0.51 \$0.07 \$0.07 \$0.11 \$0.11 \$0.51 \$0.07
	Inbound 8xx International 24 Months Domestic Outbound 1+ Inbound 8xx International 36 Months Domestic Outbound 1+ Inbound 8xx Canada 8xx International Calling Cards From: / To: Continental US	\$0.049 Canada Intrastate \$0.029 \$0.440 Canada Intrastate \$0.029 \$0.035 \$0.13 Canada Continental US \$0.123	\$0.049 \$0.05 Interstate \$0.029 \$0.440 \$0.05 Interstate \$0.029 \$0.035 \$0.13 \$0.05	Acceptance of Term: Off Shore Outbound +1 Acceptance of Jerm: Off Shore Outbound +1	JS Virgin Islands Alaska Hawaii Initial Puerto Rico JS Virgin Isla Alaska Hawaii Puerto Rico JS Virgin Islands Alaska Hawaii Guam	\$0.11 \$0.51 \$0.07 \$0.07 \$0.11 \$0.11 \$0.51 \$0.07 N Mariana IS. \$0.365 \$0.524
	Inbound 8xx International 24 Months Domestic Outbound 1+ Inbound 8xx International 36 Months Domestic Outbound 1+ Inbound 8xx Canada 8xx International Calling Cards From: / To:	\$0.049 Canada Intrastate \$0.029 \$0.440 Canada Intrastate \$0.029 \$0.035 \$0.13 Canada Continental US	\$0.049 \$0.05 Interstate \$0.029 \$0.440 \$0.05 Interstate \$0.029 \$0.035 \$0.13 \$0.05 AK& HI \$0.423	Acceptance of Term: Off Shore Outbound +1 Acceptance of Jerm: Off Shore Outbound +1 PR & USVI \$0.179	JS Virgin Islands Alaska Hawaii Initial Puerto Rico JS Virgin Islan Alaska Hawaii Puerto Rico JS Virgin Islands Alaska Hawaii Guam \$0.328	\$0.11 \$0.51 \$0.07 \$0.07 \$0.11 \$0.11 \$0.51 \$0.07

services: Commercial National/Long Distance Switched, Switch-less, Dedicated, Calling Card, and Audio Conferencing Voice services, and Long Haul Data Transport services as defined in PUCO No. 4, MPSC No. 1-R and 1-U, and FCC rules and regulations are offered for authorized, reasonable and lawful commercial use. Any other use may result in discontinuance of service. Outbound Long Distance is Continental/Domestic in-state and state-to-state calling only. Duration of each call is rated in 6 second increments. Inbound Toll Free Long Distance is Continental/Domestic in-state and state-to-state calling. Outbound Off-Shore and International calls will vary depending on destination/country called. Calling card rates are based upon origination and termination Term. Customer agrees to a minimum term ("Term") for each Service listed in the Schedule. The Term begins immediately upon the service installation date, which shall also be the billing date. If, following the completion of the initial Term or any renewal Term in a multi-year agreement with respect to each Service, the Customer transitions to a month-to-month agreement for any reason whatsoever, the Customer agrees to pay BTS the then applicable Monthly Recurring Charges for Services and any increase in direct and/or third party expenses to provide Service to the Customer

By initialing, the customer agrees to the term of the agreement specified above, acknowledges acceptance of the Retail Master Terms and Conditions attached or available at www.buckeye-telesystem.com and any National Services Terms and Conditions listed above or available at www.buckeye-telesystem.com. They are authorized to make this decision on behalf of the customer, and agreed to be bound by them. Customer may also request a fax copy of the Retail Master and/or National Services Terms and Conditions by calling (419) 724-9898.



Bill Name ec Bill Name Bill Addres Flr/Roc City/Stati Zi Sales Re Tax Exempt: No
Bill Name Bill Addres Flr/Roc City/State Zi Sontact Tel #
Bill Addres Flr/Roc City/Statu Zi Cing Contact Contact Tel #
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Sales Re Tax Exempt: No
Odies No.
Schedule Attached Term
Switched Local Services X 12 Months
National/Long Distance Services X 12 Months
Facility Transport and Lease Space Services
Internet Access Services

The information contained herein is confidential and proprietary and should not be disclosed.

Date



Buckeye TeleSystem, Inc. Retail Master Terms and Conditions

These Master Terms and Conditions are a part of and incorporated into the Retail Master Service Agreement between Buckeye TeleSystem, Inc. ("BTS") and Customer.

Definitions: In addition to definitions provided in filed tariffs and published telecommunications competitive service guides and supplied elsewhere in this Agreement, the following words shall have the meanings:

Service is to be solely consumed by the commercial business (end user) and is not for resale. **Authorized**

Long Distance Service provided via a Special Access Circuit. **Dedicated**

Point at which the service provider network ends and connects with the wiring/distribution at the Demarcation

customer premise

Foreign Exchange is a number foreign to a central office and is not provided E-911 service.. <u>FX</u>

Commercial Business Line or Digital/Basic Rate Interface Line level service Line

Includes Master Terms and Conditions, Service Schedules, Letter of Agency and Authorization, Master Service Agreement

Emergency Contacts, and Telephone Number Directory Information.

Monthly Charge for Service Monthly Recurring Charges

Minimum Telephone Service Standards as defined by State Regulatory Commissions **MTSS**

One-Time Charge for Service Non-Recurring Charges

Point-of-Presence for Interexchange Carrier Services POP

Document describing the Service(s) to be provided by BTS to Customer and specifies the pricing and Schedule(s)

additional Terms and Conditions of the Agreement.

Service being purchased by Customer from BTS under this Agreement, e.g., Switched Local via a Service(s)

Business Line or ISDN Prime Rate Interface Trunk or Facility Service such as a Ethernet Native LAN

Extension.

Any company provided equipment for the purpose of providing service. Service Equipment

Physical document that describes the services purchased and to be billed to customer. Service Order

Any unsolicited commercial email, or any bulk e-mailing (unsolicited or otherwise) that poses a risk of SPAM

disrupting service on Buckeye's network. It is usually sent in large quantities to recipients who have

not specifically opted or chosen to receive it.

Any unsolicited, unwanted, automatically-dialed, pre-recorded Voice-over-IP phone calls that pose a SPIT

risk of disrupting service on Buckeye's network. It is usually sent in large quantities to recipients who

have not specifically opted or chosen to receive it.

Regulated Private Line Transport Service either a Point-to-POP or Point-to-Point. Special Access

Commercial Analog or Digital/ISDN Basic Rate Interface Centrex Station level service Station

Long Distance Service provided in conjunction with Local Voice Service Switched

Long Distance Service provided without Local Voice Service Switch-less

Commercial Analog, Digital, ISDN Prime Rate Interface Trunk level service Trunk

General: The Service is furnished on the condition that it will be used only for authorized and lawful purposes. The Service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of BTS. BTS has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like Services at the price specified in this Agreement.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio for Ohio customers, and the rules of the Michigan Public Service Commission for Michigan customers, as well as BTS's tariffs on file in each state or BTS Competitive Telecommunications Service Guides published for each state for customers in those states, and to the extent applicable, federal laws and regulations, including FCC rules and regulations.

Services: Services may generally be described as tariffed (PUCO No. 2, 3, 4, 5; MPSC No. 1-R, 2-R) and/or non-tariffed telecommunications (BTS Competitive Telecommunications Service Guide) and unregulated (MPSC No. 1-U) and information services, which may be custom designed to meet unique customer requirements on a one-time basis. Such services may be provided by BTS solely or in conjunction with another communications provider.

Term of Agreement: Customer agrees to a minimum term ("Term") for each Service listed in the attached Schedules. The Term begins immediately upon the service installation date, which shall also be the billing date.

Non-Disclosure: All prices, products, configurations, terms and conditions associated with this Agreement are proprietary to BTS and shall not be disclosed by Customer to any party outside of Customer's business entity. BTS reserves the right to immediately terminate Service(s) and apply all applicable liquidated damages for failure to comply with this non-disclosure provision, and to seek any other legal or equitable remedy, including but not limited to injunctive relief. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information. Any and all documents, information, or materials disclosed shall be marked "confidential"; the disclosing party shall use its best efforts to ensure that the Agreement is covered by a protective order, and the disclosing party shall notify the other of its intent to disclose all or part of the Agreement unless legally prohibited from doing so.

Credit Approval: This Agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. BTS may request an advance payment and/or deposit in accordance with MTSS and the provisions of its tariffs.

Charges & Payment: Unless otherwise provided in the Schedules, payment for Service, installation, and Monthly Recurring and Non-Recurring Charges, including applicable surcharges and federal, state, and local taxes shall be due 30 days from the date on the bill. If the bill is not paid by the due date, it then becomes past due. BTS shall present bills for Monthly Recurring Charges to the Customer monthly in advance of the month in which the Service is provided. Automatic payment through Checking or Credit/Debit Card Electronic Fund Transfer (EFT) is optional.

<u>Termination Liability</u>: Cancellation of Service by the Customer: If Customer terminates Service(s) at the assigned address before the completion of the initial Term or any subsequent renewal Term for any reason whatsoever other than service interruption (as defined within the applicable tariff or Competitive Telecommunications Service Guide), or if a Customer moves to another service address that BTS cannot service, the Customer agrees to pay BTS:

- (A) All Non-Recurring Charges reasonably expended by BTS to establish Service to Customer, plus
- (B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by BTS on behalf of Customer, plus
- (C) The pro-rata portion of any Special Offer provided by BTS to Customer, plus
- (D) The full amount of the Monthly Recurring Charges that would have been due to BTS by the Customer had the Service run to its full Term or renewal Term. Term is as defined in the Term of Agreement section.

Installation: The Company shall use reasonable efforts to make available services to a Customer in accordance with Minimum Telephone Service Standards ("MTSS"), on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in the applicable tariff or Competitive Telecommunications Service Guide. Where a Customer-unique service is being provided and/or where another carrier provider is involved in service provisioning, and the Company is unable to meet an MTSS standard interval, such appropriate information will be communicated to the Customer by the Company. In such cases, the Company would not guarantee specific date of availability and shall not be liable for any delays in commencing Service to any Customer. Service date will begin with the date of installation (billing date). The Company shall use reasonable efforts to maintain facilities to the Customer in accordance with MTSS provisions.

<u>Demarcations</u>: All services will be installed/terminated at the established Premise Demarcation Point. The Demarcation Point support, maintenance, repair, and moves are not the responsibility of BTS. Demarcation Extensions are the property and responsibility of the customer.

Space/Access: Customer shall provide at no charge, as specified from time to time by BTS, any needed personnel, equipment space, and power to operate BTS facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on Customer Premises. BTS shall have reasonable access to the conduit to Customer Premises and to its system equipment.

Hazardous Substances: Customer certifies that there are no hazardous substances (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation, but expressly including but not limited to asbestos containing materials) at any site where BTS is to perform Services, including but not limited to installation and maintenance of Service Equipment, under this Agreement. If BTS employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. BTS may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and by BTS. Performance obligations under this Agreement shall be extended for the delay caused by said clean-up or removal. Customer's failure to remove or contain the hazardous substance shall entitle BTS to terminate this Agreement without further liability. If BTS so terminates, Customer shall reimburse BTS for expenses incurred in performing this Agreement until termination.

Facility & Equipment: The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities and/or equipment installed by the Company, except upon the written consent of the Company.

Access & Network: BTS reserves the right to modify, change, add to or replace the BTS Network or the Service Equipment or any part thereof. Any such modification, change, addition or replacement shall be carried out at BTS's own expense and BTS shall use reasonable efforts to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the BTS Network physical interface or protocol used by the Customer in using Services.

Maintenance: BTS shall be responsible for the maintenance of the BTS Network and its Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by BTS or to repair damage or cure interruptions caused by the Customer or Customer's equipment. BTS reserves the right to pass through to Customer charges from third parties incurred in connection with establishing or maintaining Service including, without limitation, charges from building owners or other utilities for electrical service or for use of existing wiring or facilities.

Notice: Customer may choose to have notices and bills delivered via U.S Mail, or electronically. The Customer shall designate on the Service Order an appropriate address to which BTS shall deliver all notices and other communications, except that the Customer may also designate a separate address to which BTS's bills for Service shall be mailed or delivered electronically. BTS shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that BTS may designate a separate address on each bill for Service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the applicable tariff shall be in writing. Notices and other communications of either party, and all bills mailed by BTS, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received (including electronically) or refused by the addressee, whichever occurs first.

Warranty: BTS warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care in accordance with the terms of this Agreement, including the provision respecting Force Majuere. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES CONCERNING THE FITNESS OF THE SERVICES, SERVICE EQUIPMENT OR PRODUCTS OF BTS, OR ANY PART THEREOF, FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY AND SPECIFICALLY EXCLUDED.

BTS and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this Agreement, and that this Agreement is a valid and binding obligation of such party enforceable against it in accordance with its terms.

Force Majeure: Except with respect to the obligation to pay, neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof. In the event of such Force Majeure condition, the time for performance of that party's obligations shall be suspended and extended for a reasonable period of time following the conclusion of the Force Majeure condition.

Claims: To the maximum extent allowed by law, each party shall indemnify and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, and related costs, resulting from (A) any loss, destruction, or damage to property of the indemnified party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the indemnifying party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the indemnifying party.

Severability: In the event that one or more of the provisions in this Agreement shall for any reason be held to be illegal or unenforceable, such provision shall be severed from this Agreement and the balance of the Agreement shall remain in effect and further, such provision shall be revised only to the extent necessary to make such provision legal and enforceable; provided, however, that the Agreement as revised shall be consistent with the parties' original intent.

Amendments: This Agreement may only be amended in writing and any amendment must be agreed to and signed by both BTS and Customer.

<u>Transfer and Assignments</u>: Neither BTS nor the Customer may assign or transfer its rights or duties under this Agreement without the written consent of the other party, except that BTS may assign its rights and duties (A) to any subsidiary, parent, or affiliate of BTS, (B) pursuant to any sale or transfer of substantially all of the assets of BTS, or (C) pursuant to any financing, merger, or reorganization of BTS.

Default: If either party fails to perform any material obligation under this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a written default notice from the other party, then the non-defaulting party shall have the right to terminate this Agreement upon written notice to the defaulting party and seek any and all legal and equitable remedies.



Switched Local Service Schedule

Customer Svc Addres Floo: City/Stz Zir Build Required?	Term o	ontract Type of Agreemer.	and the second	^-	¨ äal)
Contact Te					
Service	Qty	MRC		Total	NRC
Essential Lines	2	\$ 26.95	\$	53.90	Waived
Lose mar Lines			\$	-	
			\$	-	
			\$	-	
			\$	-	
			\$	-	
			\$	-	
			\$	-	
			\$	-	
			\$	-	
		en per part (200-m) permital		regis province person (ESSA) de la	v space subject where a version
Monthly Total			\$	53.90	\$ -

Service: Commercial Local Business Line, Local and Foreign Exchange (FX) Trunk, and Local Station/Centrex level services defined in PUCO No. 2 and 5, MPSC No. 1-R and 1-U, and BTS Competitive Telecommunications Service Guide are offered for authorized, reasonable and lawful commercial use. Any other use may result in discontinuance of service. Commercial Local Line, Trunk and Station/Centrex services provide local calling while a Commercial Foreign Exchange Trunk provides local calling to another local Term: Customer agrees to a minimum term ("Term") for each Service listed in the Schedule. The Term begins immediately upon the service installation date, which shall also be the billing date. If, following the completion of the initial Term or any renewal Term in a multi-year agreement with respect to each Service, the Customer transitions to a month-to-month agreement for any reason whatsoever, the Customer agrees to pay BTS the then applicable Monthly Recurring Charges for Services and any increase in direct and/or third party expenses to provide Service to the Customer

\$

Equipment: Buckeye TeleSystem will provide a universal power supply (UPS) for power backup of TeleSystem VOIP telephony equipment. This equipment is not to be used for any other customer equipment. Following the initial warranty period, the customer will be responsible for the replacement of the UPS. Customer may contact Buckeye TeleSystem for current options for replacement of the UPS.

This paragraph is not a warranty.

E-911: CUSTOMER MUST NOT MOVE, OR PERMIT TO BE MOVED, ANY BTS SERVICE EQUIPMENT OR PROPERTY TO ANY OTHER ADDRESS. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE ADDRESS ASSOCIATED WITH AN EMERGENCY 911 CALL IS THE AUTHORIZED ADDRESS WHERE THE VOICE SERVICE WAS ORIGINALLY PROVIDED. FOR ANY VOIP SERVICE CUSTOMER RECOGNIZES THAT MOVEMENT OF THE VOICE-ENABLED BROADBAND MODEM OR IP-ENABLED ENDPOINT (VOIP EQUIPMENT) FROM THE ORIGINAL SERVICE LOCATION WILL RESULT IN ANY EMERGENCY 911 CALL IDENTIFIED AS BEING FROM THE ORIGINAL SERVICE LOCATION. THEREFORE, ACCESS TO EMERGENCY 911 SERVICES WILL BE LIMITED IF THE VOIP EQUIPMENT IS MOVED FROM THE ORIGINAL SERVICE LOCATION. FURTHER, CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE VOIP EQUIPMENT MUST NOT BE LEFT UNPLUGGED OR WITH ITS BATTERY REMOVED, AND THE COAXIAL/COPPER CABLE MUST NOT BE DISCONNECTED FROM THE MODEM, FROM THE WALL OUTLET, OR FROM THE GROUND BLOCK OUTSIDE THE BUILDING. ANY OF THOSE ACTIONS WILL LIMIT ACCESS TO

By initialing, the customer agrees to the term of the agreement specified above, acknowledges acceptance of the Retail Master Terms and Conditions attached or available at www.buckeye-telesystem.com and any Switched Services Terms and Conditions listed above or available at www.buckeye-telesystem.com. They are authorized to make this decision on behalf of the customer, and agreed to be bound by them. Customer may also request a fax copy of the Retail Master and/or Switched Services Terms and Conditions by calling (419) 724-9898.



National/Long Distance Service Schedule

Custom					
Svc Address	5(1	Contract Type	New
Floor			Term	of Agreement	12 Months
City/State				•	
Zip	•				
Z:p			•		
Customer Contac	f				
Contact Tel	25 74		Monthly Commitmer	nt	<u>\$0.00</u>
			Non Reoccurring Ch	arges	<u>\$0.00</u>
Month-to-Month				Initial	Yanga
Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.029	\$0.029	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.035	\$0.035		Us Virgin Islands	\$0.11
				Alaska	\$0.51
<u>International</u>	Canada	\$0.05		Hawaii	\$0.07
12 Months		-		Initial	
Domestic	Intrastate	Interstate	Off Shore	Donata Dia	PO 44
Outbound 1+	\$0.029	\$0.029	Outbound +1	Puerto Rico	\$0.11 \$0.11
Inbound 8xx	\$0.035	\$0.035		JS Virgin Islands	\$0.11 \$0.51
14	Canada	\$0.05		Alaska Hawaii	\$0.07
International	Cariaua	Φ0.00		1 ICAACH	φυ.σι
24 Months				Initial	
Domestic	Intrastate	Interstate	Off Shore	<u> </u>	
Outbound 1+	\$0.029	\$0.029	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.035	\$0.035		JS Virgin Islands	\$0.11
Wilderto Cott	70			Alaska	\$0.51
International	Canada	\$0.05		Hawaii	\$0.07
36 Months				Initial	
<u>Domestic</u>	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.029	\$0.029	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.035	\$0.035		JS Virgin Islands	\$0.11
Canada 8XX	\$0.13	\$0.13		Alaska	\$0.51
<u>international</u>	Canada	\$0.05		Hawaii	\$0.07
Calling Cards		AV6 :::	DO 0 1101/2	6::	N Mariana IS.
From: / To:	Continental US	AK& HI	PR & USVI \$0,179	<u>Guam</u> \$0.328	\$0.365
Continental US	\$0.123	\$0.423	\$0.179 \$0.625	\$0.328 \$0.487	\$0.524
AK & HI	\$0.490 \$0.294	\$0.625 \$1.170	\$0.625	\$0.467 \$0.362	\$0.399
Canada PR & USVI	\$0.29 4 \$0.211	\$0.575	\$0.679	\$0.377	\$0.414
FK & USVI	ψυ.∠11	ψυ.υ(υ	ψο.στσ	Ψ0.011	00

Service: Commercial National/Long Distance Switched, Switch-less, Dedicated, Calling Card, and Audio Conferencing Voice services, and Long Haul Data Transport services as defined in PUCO No. 4, MPSC No. 1-R and 1-U, and FCC rules and regulations are offered for authorized, reasonable and lawful commercial use. Any other use may result in discontinuance of service. Outbound Long Distance is Continental/Domestic in-state and state-to-state calling only. Duration of each call is rated in 6 second increments. Inbound Toll Free Long Distance is Continental/Domestic in-state and state-to-state calling. Outbound Off-Shore and International calls will vary depending on destination/country called. Calling card rates are based upon origination and termination Term: Customer agrees to a minimum term ("Term") for each Service lived in the Schedule. The Term begins immediately upon the service installation date, which shall also be the billing date. If, following the completion of the initial Term or any renewal Term in a multi-year agreement with respect to each Service, the Customer transitions to a month-to-month agreement for any reason whatsoever, the Customer agrees to pay BTS the then applicable Monthly Recurring Charges for Services and any increase in direct and/or third party expenses to provide Service to the Customer



_	Telecommunications	s Master Se	ervice Agreemen	t	New Renew
was generated on this date	and is valid for 30 days				Move/Trans
Customer Svc Addrest Floor City/State Zip			Bill Name Sec Bill Name Bill Address Fir/Room City/State Zip	,ug	
Customer Cor Contact Tel #			Billing Contac Contact Tel #		
				ax Exempt d Required	
Switched Loc	al Services		Monthly Unit	Qty	Monthly Tot
Analog Centre		***************************************	\$ 15.00	4	\$ 60.0
	m Feature Charge Waived (\$43.00))	\$ -	1	\$ -
School Flat Ra			\$ 3.50	4	\$ 14.0
Monthly Total/ Monthly Total Non Reoccurri	l/Switched/Facility				\$ 74.0 \$ 324.9 Waive
	Schedule		Term)	
	Switched Local Service	es	36 Moi		
	Additional Schedules	Attach	Tern	1	
	National Services	X	36 Moi	nth	
	Facility Services	Х	36 Moi	nth	
	Internet Services				
	NOTE: EFFECTIVE Signature by both parties on this docu with the master terms and conditions a the individual terms and	ment constitute attached. Custo	es a service order in acomer signature below,	gordange /	
	Business Manager				
	Date	·		Date	

Master Terms & Conditions

Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term begins immediately upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

General: The service is furnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be Center at the service is unusticed in the condition that it will be used only to authorize and always a purposes. The service is unusticed in the condition of the condition of the condition of the condition of company. In a service is unusticed in the condition of the condition

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the tariffs of BTS

Non-Disclosure All prices, terms and conditions associated with this Agreement are proprietary to Company and will not be disclosed by Customer to any party outside of Customer's business entity.

Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 19 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

Limitation of Liability. The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or equipment due to causes not reasonably within its control, including but not limited to acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way.

Termination Penalties Cancellation of Service by the Customer.

If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service interruption (as defined within the applicable tariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay:

- A) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus

 (B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- (C) The prorate portion of a Retention Incentive Offer provided by Company to Customer, plus
- (D) The full amount of monthly recurring charges that would have been due too the Company by the Customer had the contract run to term.

Severability, in the event that one or more of the provisions herein shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable; provided, however, that the agreement as revised is consistent with the parties' original intent.

Warranty. Buckeye warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this agreement, and that this agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement.

Maintenance: Buckeye shall be responsible for the maintenance of the Buckeye Network and Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's

Amendments. This Agreement may only be amended in writing and any amendment must be agreed to and signed by both Company and Customer.

Notice: The customer may choose to have notices and bills delivered via U.S Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication,

Claims: With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to property of the indemnified Party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the indemnifying Party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the Indemnifying party

Special Provisions (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rates and charges within MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2)The information contained herein is confidential and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such

Force Majeura Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part

Default: If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

Insolvency. If either party fails to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting

Hazardous Substances Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation) at any site where Buckeye is to perform services under this Agreement. If during such performance Buckeye employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the delay caused by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Buckeye to terminate this Agreement without further liability. If Buckeye so terminates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination.

Credit Approval: This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance payment and/or deposit in accordance with MTSS and the provisions of its filed tariff referenced above.

Facilities and Equipment: The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and housing of Service Equipment; and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision of Service. The Customer shall assure that such preparation and provision are effected at the Customer's sole cost before Service Equipment are installed at the Sites and in accordance with the specifications provided by Buckeye.

Standard of Service Buckeye reserves the right to modify, change, add to or replace the Buckeye Network or the Service Equipment or any apparatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the Buckeye Network physical interface or protocol used by the Customer in using



Schedule 2: National Switch

36 Month Agreemen

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The Access Type and Service designated will be provided in accordance with the tariffs filed with the Federal Communications Commission and the Public Utilities Commission of Ohio.

Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.029	\$0.029	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.035	\$0.035		US Virgin Islands	\$0.11
Canada 8XX	\$0.13	\$0.13		Alaska	\$0.51
International	Canada	\$0.05		Hawaii	\$0.07

Calling Cards					
From: / To:	Continental US	AK& HI	PR & USVI	<u>Guam</u>	N Mariana IS.
Continental US	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
AK & HI	\$0.490	\$0.625	\$0.625	\$0.487	\$0.524
Canada	\$0.294	\$1.170	\$0.412	\$0.362	\$0.399
PR & USVI	\$0.211	\$0.575	\$0.679	\$0.377	\$0.414

Monthly Commitment	<u>\$0.00</u>
Non Recurring Charges	<u>\$0.00</u>

Customer	_	
Svc Address		
Floor	,	
City/State		
Zip		



Bill Name	,		
Sec Bill Name		i	•
Biji Address		•	
FiriRoom			
City/Staf-	· • • • • • • • • • • • • • • • • • • •		
Zlp į			
Billing Contact			
Contact Tel #			
Sales Reg	, appear in contrasting		Tax Exempt: No
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I	Schedule	Attached	Tems
	Switched Local Services	X	24 Months
	National/Long Distance Services	Х	24 Months
	Facility Transport and Lease Space Services		
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The information contained iterain is confidently and proprietary and should not be disclosed

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Buckeye TeleSystem, Inc. Retail Master Terms and Conditions

These Master Terms and Conditions are a part of and incorporated into the Retail Master Service Agreement between Buckeye TeleSystem, Inc. ("BTS") and Customer.

Definitions: In addition to definitions provided in filed tariffs and published telecommunications competitive service guides and supplied elsewhere in this Agreement, the following words shall have the meanings:

Service is to be solely consumed by the commercial business (end user) and is not for resale. Authorized

Long Distance Service provided via a Special Access Circuit. Dedicated

Point at which the service provider network ends and connects with the wiring/distribution at the Demarcation

customer premise

Foreign Exchange is a number foreign to a central office and is not provided E-911 service.. FΧ

Commercial Business Line or Digital/Basic Rate Interface Line level service Line

Includes Master Terms and Conditions, Service Schedules, Letter of Agency and Authorization, Master Service Agreement

Emergency Contacts, and Telephone Number Directory Information.

Monthly Recurring Charges Monthly Charge for Service

Minimum Telephone Service Standards as defined by State Regulatory Commissions MTSS

One-Time Charge for Service Non-Recurring Charges

Point-of-Presence for Interexchange Carrier Services POP

Document describing the Service(s) to be provided by BTS to Customer and specifies the pricing and Schedule(s)

additional Terms and Conditions of the Agreement.

Service being purchased by Customer from BTS under this Agreement, e.g., Switched Local via a Service(s)

Business Line or ISDN Prime Rate Interface Trunk or Facility Service such as a Ethernet Native LAN

Extension.

Any company provided equipment for the purpose of providing service. Service Equipment

Physical document that describes the services purchased and to be billed to customer. Service Order

Any unsolicited commercial email, or any bulk e-mailing (unsolicited or otherwise) that poses a risk of SPAM

disrupting service on Buckeye's network. It is usually sent in large quantities to recipients who have

not specifically opted or chosen to receive it.

Any unsolicited, unwanted, automatically-dialed, pre-recorded Voice-over-IP phone calls that pose a SPIT

risk of disrupting service on Buckeye's network. It is usually sent in large quantities to recipients who

have not specifically opted or chosen to receive it.

Regulated Private Line Transport Service either a Point-to-POP or Point-to-Point. Special Access

Commercial Analog or Digital/ISDN Basic Rate Interface Centrex Station level service Station

Long Distance Service provided in conjunction with Local Voice Service Switched

Long Distance Service provided without Local Voice Service Switch-less

Commercial Analog, Digital, ISDN Prime Rate Interface Trunk level service Trunk

General: The Service is furnished on the condition that it will be used only for authorized and lawful purposes. The Service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of BTS. BTS has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like Services at the price specified in this Agreement.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio for Ohio customers, and the rules of the Michigan Public Service Commission for Michigan customers, as well as BTS's tariffs on file in each state or BTS Competitive Telecommunications Service Guides published for each state for customers in those states, and to the extent applicable, federal laws and regulations, including FCC rules and regulations.

Services: Services may generally be described as tariffed (PUCO No. 2, 3, 4, 5; MPSC No. 1-R, 2-R) and/or non-tariffed telecommunications (BTS Competitive Telecommunications Service Guide) and unregulated (MPSC No. 1-U) and information services, which may be custom designed to meet unique customer requirements on a one-time basis. Such services may be provided by BTS solely or in conjunction with another communications provider.

Term of Agreement: Customer agrees to a minimum term ("Term") for each Service listed in the attached Schedules. The Term begins immediately upon the service installation date, which shall also be the billing date.

Non-Disclosure: All prices, products, configurations, terms and conditions associated with this Agreement are proprietary to BTS and shall not be disclosed by Customer to any party outside of Customer's business entity. BTS reserves the right to immediately terminate Service(s) and apply all applicable liquidated damages for failure to comply with this non-disclosure provision, and to seek any other legal or equitable remedy, including but not limited to injunctive relief. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information. Any and all documents, information, or materials disclosed shall be marked "confidential"; the disclosing party shall use its best efforts to ensure that the Agreement is covered by a protective order, and the disclosing party shall notify the other of its intent to disclose all or part of the Agreement unless legally prohibited from doing so.

<u>Credit Approval</u>: This Agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. BTS may request an advance payment and/or deposit in accordance with MTSS and the provisions of its tariffs.

Charges & Payment: Unless otherwise provided in the Schedules, payment for Service, installation, and Monthly Recurring and Non-Recurring Charges, including applicable surcharges and federal, state, and local taxes shall be due 30 days from the date on the bill. If the bill is not paid by the due date, it then becomes past due. BTS shall present bills for Monthly Recurring Charges to the Customer monthly in advance of the month in which the Service is provided. Automatic payment through Checking or Credit/Debit Card Electronic Fund Transfer (EFT) is optional.

<u>Termination Liability</u>: Cancellation of Service by the Customer: If Customer terminates Service(s) at the assigned address before the completion of the initial Term or any subsequent renewal Term for any reason whatsoever other than service interruption (as defined within the applicable tariff or Competitive Telecommunications Service Guide), or if a Customer moves to another service address that BTS cannot service, the Customer agrees to pay BTS:

- (A) All Non-Recurring Charges reasonably expended by BTS to establish Service to Customer, plus
- (B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by BTS on behalf of Customer, plus
- (C) The pro-rata portion of any Special Offer provided by BTS to Customer, plus
- (D) The full amount of the Monthly Recurring Charges that would have been due to BTS by the Customer had the Service run to its full Term or renewal Term. Term is as defined in the Term of Agreement section.

Installation: The Company shall use reasonable efforts to make available services to a Customer in accordance with Minimum Telephone Service Standards ("MTSS"), on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in the applicable tariff or Competitive Telecommunications Service Guide. Where a Customer-unique service is being provided and/or where another carrier provider is involved in service provisioning, and the Company is unable to meet an MTSS standard interval, such appropriate information will be communicated to the Customer by the Company. In such cases, the Company would not guarantee specific date of availability and shall not be liable for any delays in commencing Service to any Customer. Service date will begin with the date of installation (billing date). The Company shall use reasonable efforts to maintain facilities to the Customer in accordance with MTSS provisions.

<u>Demarcations</u>: All services will be installed/terminated at the established Premise Demarcation Point. The Demarcation Point support, maintenance, repair, and moves are not the responsibility of BTS. Demarcation Extensions are the property and responsibility of the customer.

<u>Space/Access</u>: Customer shall provide at no charge, as specified from time to time by BTS, any needed personnel, equipment space, and power to operate BTS facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on Customer Premises. BTS shall have reasonable access to the conduit to Customer Premises and to its system equipment.

Hazardous Substances: Customer certifies that there are no hazardous substances (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation, but expressly including but not limited to asbestos containing materials) at any site where BTS is to perform Services, including but not limited to installation and maintenance of Service Equipment, under this Agreement. If BTS employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. BTS may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and by BTS. Performance obligations under this Agreement shall be extended for the delay caused by said clean-up or removal. Customer's failure to remove or contain the hazardous substance shall entitle BTS to terminate this Agreement without further liability. If BTS so terminates, Customer shall reimburse BTS for expenses incurred in performing this Agreement until termination.

<u>Facility & Equipment</u>: The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities and/or equipment installed by the Company, except upon the written consent of the Company.

Access & Network: BTS reserves the right to modify, change, add to or replace the BTS Network or the Service Equipment or any part thereof. Any such modification, change, addition or replacement shall be carried out at BTS's own expense and BTS shall use reasonable efforts to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the BTS Network physical interface or protocol used by the Customer in using Services.

Maintenance: BTS shall be responsible for the maintenance of the BTS Network and its Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by BTS or to repair damage or cure interruptions caused by the Customer or Customer's equipment. BTS reserves the right to pass through to Customer charges from third parties incurred in connection with establishing or maintaining Service including, without limitation, charges from building owners or other utilities for electrical service or for use of existing wiring or facilities.

Notice: Customer may choose to have notices and bills delivered via U.S Mail, or electronically. The Customer shall designate on the Service Order an appropriate address to which BTS shall deliver all notices and other communications, except that the Customer may also designate a separate address to which BTS's bills for Service shall be mailed or delivered electronically. BTS shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that BTS may designate a separate address on each bill for Service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the applicable tariff shall be in writing. Notices and other communications of either party, and all bills mailed by BTS, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received (including electronically) or refused by the addressee, whichever occurs first.

Warranty: BTS warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care in accordance with the terms of this Agreement, including the provision respecting Force Majuere. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES CONCERNING THE FITNESS OF THE SERVICES, SERVICE EQUIPMENT OR PRODUCTS OF BTS, OR ANY PART THEREOF, FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY AND SPECIFICALLY EXCLUDED.

BTS and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this Agreement, and that this Agreement is a valid and binding obligation of such party enforceable against it in accordance with its terms.

Force Majeure: Except with respect to the obligation to pay, neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof. In the event of such Force Majeure condition, the time for performance of that party's obligations shall be suspended and extended for a reasonable period of time following the conclusion of the Force Majeure condition.

Claims: To the maximum extent allowed by law, each party shall indemnify and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, and related costs, resulting from (A) any loss, destruction, or damage to property of the indemnified party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the indemnifying party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the indemnifying party.

Severability: In the event that one or more of the provisions in this Agreement shall for any reason be held to be illegal or unenforceable, such provision shall be severed from this Agreement and the balance of the Agreement shall remain in effect and further, such provision shall be revised only to the extent necessary to make such provision legal and enforceable; provided, however, that the Agreement as revised shall be consistent with the parties' original intent.

Amendments: This Agreement may only be amended in writing and any amendment must be agreed to and signed by both BTS and Customer.

<u>Transfer and Assignments</u>: Neither BTS nor the Customer may assign or transfer its rights or duties under this Agreement without the written consent of the other party, except that BTS may assign its rights and duties (A) to any subsidiary, parent, or affiliate of BTS, (B) pursuant to any sale or transfer of substantially all of the assets of BTS, or (C) pursuant to any financing, merger, or reorganization of BTS.

<u>Default</u>: If either party fails to perform any material obligation under this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a written default notice from the other party, then the non-defaulting party shall have the right to terminate this Agreement upon written notice to the defaulting party and seek any and all legal and equitable remedies.



Switched Local Service Schedule

Customer - Svc Address Floor City/State Zip Build Required?		Contract Type New Term of Agreement 24 Months Acceptance of Term (initial)	X Initiai
Customer Contact	Dian		

Service	Qty	I	MRC	Total	NRC
Business Line/Message Rate*	_1	\$	20.00	\$ 20.00	Waived
Essential Line	2	\$	25.95	\$ 51.90	Waived
*Message Rate billed at \$0.07 per call					
Tipe	5) Bucharing It Mode		- Company of the control of the cont	 AUDI AL LEINING	O
Monthly Total				\$ 71.90	Waived
		I		 	

Service: Commercial Local Business Line, Local and Foreign Exchange (FX) Trunk, and Local Station/Centrex level services defined in PUCO No. 2 and 5, MPSC No. 1-R and 1-U, and BTS Competitive Telecommunications Service Guide are affered for authorized, reasonable and lawful commercial use. Any other use may result in discontinuance of service. Commercial Local Line, Trunk and Station/Centrex services provide local calling while a Commercial Foreign Exchange Trunk provides local calling to another local Term: Customer agrees to a minimum term ("Term") for each Service listed in the Schedule. The Term begins immediately upon the service installation date, which shall also be the biffing date. If, following the completion of the initial Term or any renewal Term in a multivear agreement with respect to each Service, the Customer transitions to a month-to-month agreement for any reason whatsoever, the Customer agrees to pay BTS the then applicable Monthly Recurring Charges for Services and any increase in direct and/or third party expenses to provide Service to the Customer

Equipment: Buckeye TeleSystem will provide a universal power supply (UPS) for power backup of TeleSystem VOIP telephony equipment. This equipment is not to be used for any other customer equipment. Following the initial warranty period, the customer will be responsible for the replacement of the UPS. Customer may contact Buckeye TeleSystem for current options for replacement of the UPS.

This paragraph is not a warranty.

E-911: CUSTOMER MUST NOT MOVE, OR PERMIT TO BE MOVED. ANY BTS SERVICE EQUIPMENT OR PROPERTY TO ANY OTHER ADDRESS. CUSTOMER EXPRESSLY ACKNOWLEGGES THAT THE ADDRESS ASSOCIATED WITH AN EMERGENCY 911 CALL IS THE AUTHORIZED ADDRESS WHERE THE VOICE SERVICE WAS ORIGINALLY PROVIDED. FOR ANY VOIP SERVICE CUSTOMER RECOGNIZES THAT MOVEMENT OF THE VOICE-ENABLED BROADBAND MODEM OR IP-ENABLED ENDPOINT (VOIP EQUIPMENT) FROM THE ORIGINAL SERVICE LOCATION WILL RESULT IN ANY EMERGENCY 911 CALL IDENTIFIED AS BEING FROM THE ORIGINAL SERVICE LOCATION. THEREFORE, ACCESS TO EMERGENCY 911 SERVICES WILL BE LIMITED IF THE VOIP EQUIPMENT IS MOVED FROM THE ORIGINAL SERVICE LOCATION. FURTHER, CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE VOIP EQUIPMENT MUST NOT BE LEFT UNPLUGGED OR WITH ITS BATTERY REMOVED, AND THE COAXIAL/COPPER CABLE MUST NOT BE DISCONNECTED FROM THE MODEM, FROM THE WALL OUTLET, OR FROM THE GROUND BLOCK OUTSIDE THE BUILDING. ANY OF THOSE ACTIONS WILL LIMIT ACCESS TO

By initialing, the customer agrees to the term of the agreement specified above, acknowledges acceptance of the Retail Master Terms and Conditions attached or available at www.buckeye-telesystem.com and any Switched Services Terms and Conditions listed above or available at www.buckeye-telesystem.com. They are authorized to make this decision on behalf of the customer, and agreed to be bound by them.

Customer may also request a fax copy of the Retail Master and/or Switched Services Terms and Conditions by calling (419) 724-9898.



National/Long Distance Service Schedule

Customer			
Svc Address	·	Contract Ty	ne New
Floor City/State		Term of Agreeme	
Zip			
Customer Contact			
Contact Tel		Monthly Commitment	\$0.00
		Non Reoccurring Charges	\$0.00

Month-to-Month			Acceptance of Term:	Initial	
Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.06	\$0.06	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.06	\$0.06		Js Virgin Islands	\$0.11
				Alaska	\$0.51
International	Canada	\$0.05		Hawaii	\$0.07

12 Months			Acceptance of Term;	Initia	
Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.049	\$0.049	Outbound +1	Puerto Rico	\$0,11
inbound 8xx	\$0.049	\$0,049		JS Virgin Islands	\$0.11
				Alaska	\$0.51
International	Canada	\$0.05		Hewaii	\$0.07

24 Months			Acceptance of Term:	anilla	i esterritaria
<u>Domestic</u>	Intrastate	Interstate	Off Shore	1	
Outbound 1+	\$0.044	\$0.044	Outbound +1	Puerto Rico	\$0.11
xx8 bnuodnl	\$0.044 \$0.	\$0.404	US	Virgin Islands	\$0.11
				Alaska	\$0.51
International	Canada	\$0.05		Hawall	\$0.07

36 Months			Acceptance of Term:	initial	
Domestic	Intrastate	interstate	Off Shore		
Outbound 1+	\$0.029	\$0.029	Outbound +1	Puerto Ricol	\$0.11
Inbound 8xx	\$0.035	\$0.035		S Virgin Islands	\$0.11
Canada 8XX	\$0.13	\$0.13		Alaska	\$0.51
International	Cenada	\$0.05		Hewali	\$0.07

Calling Cards					
From: / To:	Continental US	AK& HI	PR & USVI	Guam	N Mariana IS.
Continental US	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
AK & HI	\$0.490	\$0.525	\$0.625	\$0.487	\$0.524
Canada	\$0.294	\$1.170	\$0.412	\$0,362	\$0.399
PR & USVI	\$0.211	\$0.575	\$0.679	\$0.377	\$0.414

Service; Commercial National/Long Distance Switched, Switch-less. Dedicated, Calling Card, and Audio Conferencing Voice services, and Long Haul Data Transport services as defined in PUCO No. 4, MPSC No. 1-R and 1-U, and FCC rules and regulations are offered for authorized, reasonable and lawful commercial use. Any other use may result in discontinuence of service. Outbound Long Distance is Continental/Domestic in-state and state-to-state calling only. Duretion of each call is rated in 6 second increments. Inbound Tolf Free Long Distance is Continental/Domestic in-state and state-to-state calling. Outbound Off-Shore and international calls will vary depending on destination/country called. Calling card rates are based upon origination and termination Term; Customer agrees to a minimum term ("Term") for each Service tisted in the Schedule. The Term begins immediately upon the service installation date, which shall also be the billing date. If, following the completion of the initial Term or any renewal Term in a multi-year agreement with respect to each Service, the Customer transitions to a month-to-month agreement for any reason whatsoever, the Customer agrees to pay 8TS the then applicable Monthly Recurring Charges for Services and any increase in direct and/or third party expenses to provide Service to the Customer

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By initialing, the customer agrees to the term of the agreement specified above, acknowledges acceptance of the Ketali Master Terms and Conditions attached or available at www.buckeye-telesystem.com and any National Services Terms and Conditions listed above or available at www.buckeye-telesystem.com. They are authorized to make this decision on behalf of the customer, and agreed to be bound by them. Customer may also request a fax copy of the Retail Master and/or National Services Terms and Conditions by calling (419) 724-9898.



Date

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Billing Contact		
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Switched Loc National/Long Dis Facility Transport and L Internet Acces Signature by the Auth accordance	cal Services X stance Services Lease Space Services	ment constitutes a service order in attached or available at tryice Schedule(s).

The information contained herein is confidential and proprietary and should not be disclosed.

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Date



Buckeye TeleSystem, Inc. Retail Master Terms and Conditions

These Master Terms and Conditions are a part of and incorporated into the Retail Master Service Agreement between Buckeye TeleSystem, Inc. ("BTS") and Customer.

<u>Definitions</u>: In addition to definitions provided in filed tariffs and published telecommunications competitive service guides and supplied elsewhere in this Agreement, the following words shall have the meanings:

Authorized Service is to be solely consumed by the commercial business (end user) and is not for resale.

<u>Dedicated</u>
Long Distance Service provided via a Special Access Circuit.

Demarcation Point at which the service provider network ends and connects with the wiring/distribution at the

customer premise

FX Foreign Exchange is a number foreign to a central office and is not provided E-911 service..

<u>Line</u> Commercial Business Line or Digital/Basic Rate Interface Line level service

Master Service Agreement Includes Master Terms and Conditions, Service Schedules, Letter of Agency and Authorization,

Emergency Contacts, and Telephone Number Directory Information.

Monthly Recurring Charges Monthly Charge for Service

MTSS Minimum Telephone Service Standards as defined by State Regulatory Commissions

Non-Recurring Charges One-Time Charge for Service

POP Point-of-Presence for Interexchange Carrier Services

Schedule(s) Document describing the Service(s) to be provided by BTS to Customer and specifies the pricing and

additional Terms and Conditions of the Agreement.

Service(s) Service being purchased by Customer from BTS under this Agreement, e.g., Switched Local via a

Business Line or ISDN Prime Rate Interface Trunk or Facility Service such as a Ethernet Native LAN

Extension.

<u>Service Equipment</u> Any company provided equipment for the purpose of providing service.

Service Order Physical document that describes the services purchased and to be billed to customer.

SPAM Any unsolicited commercial email, or any bulk e-mailing (unsolicited or otherwise) that poses a risk of

disrupting service on Buckeye's network. It is usually sent in large quantities to recipients who have

not specifically opted or chosen to receive it.

SPIT Any unsolicited, unwanted, automatically-dialed, pre-recorded Voice-over-IP phone calls that pose a

risk of disrupting service on Buckeye's network. It is usually sent in large quantities to recipients who

have not specifically opted or chosen to receive it.

Special Access Regulated Private Line Transport Service either a Point-to-POP or Point-to-Point.

Station Commercial Analog or Digital/ISDN Basic Rate Interface Centrex Station level service

Switched Long Distance Service provided in conjunction with Local Voice Service

Switch-less Long Distance Service provided without Local Voice Service

Trunk Commercial Analog, Digital, ISDN Prime Rate Interface Trunk level service

General: The Service is furnished on the condition that it will be used only for authorized and lawful purposes. The Service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of BTS. BTS has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like Services at the price specified in this Agreement.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio for Ohio customers, and the rules of the Michigan Public Service Commission for Michigan customers, as well as BTS's tariffs on file in each state or BTS Competitive Telecommunications Service Guides published for each state for customers in those states, and to the extent applicable, federal laws and regulations, including FCC rules and regulations.

Services: Services may generally be described as tariffed (PUCO No. 2, 3, 4, 5; MPSC No. 1-R, 2-R) and/or non-tariffed telecommunications (BTS Competitive Telecommunications Service Guide) and unregulated (MPSC No. 1-U) and information services, which may be custom designed to meet unique customer requirements on a one-time basis. Such services may be provided by BTS solely or in conjunction with another communications provider.

<u>Term of Agreement</u>: Customer agrees to a minimum term ("Term") for each Service listed in the attached Schedules. The Term begins immediately upon the service installation date, which shall also be the billing date.

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Non-Disclosure: All prices, products, configurations, terms and conditions associated with this Agreement are proprietary to BTS and shall not be disclosed by Customer to any party outside of Customer's business entity. BTS reserves the right to immediately terminate Service(s) and apply all applicable liquidated damages for failure to comply with this non-disclosure provision, and to seek any other legal or equitable remedy, including but not limited to injunctive relief. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information. Any and all documents, information, or materials disclosed shall be marked "confidential"; the disclosing party shall use its best efforts to ensure that the Agreement is covered by a protective order, and the disclosing party shall notify the other of its intent to disclose all or part of the Agreement unless legally prohibited from doing so.

<u>Credit Approval</u>: This Agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. BTS may request an advance payment and/or deposit in accordance with MTSS and the provisions of its tariffs.

Charges & Payment: Unless otherwise provided in the Schedules, payment for Service, installation, and Monthly Recurring and Non-Recurring Charges, including applicable surcharges and federal, state, and local taxes shall be due 30 days from the date on the bill. If the bill is not paid by the due date, it then becomes past due. BTS shall present bills for Monthly Recurring Charges to the Customer monthly in advance of the month in which the Service is provided. Automatic payment through Checking or Credit/Debit Card Electronic Fund Transfer (EFT) is optional.

Termination Liability: Cancellation of Service by the Customer: If Customer terminates Service(s) at the assigned address before the completion of the initial Term or any subsequent renewal Term for any reason whatsoever other than service interruption (as defined within the applicable tariff or Competitive Telecommunications Service Guide), or if a Customer moves to another service address that BTS cannot service, the Customer agrees to pay BTS:

- (A) All Non-Recurring Charges reasonably expended by BTS to establish Service to Customer, plus
- (B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by BTS on behalf of Customer, plus
- (C) The pro-rata portion of any Special Offer provided by BTS to Customer, plus
- (D) The full amount of the Monthly Recurring Charges that would have been due to BTS by the Customer had the Service run to its full Term or renewal Term. Term is as defined in the Term of Agreement section.

Installation: The Company shall use reasonable efforts to make available services to a Customer in accordance with Minimum Telephone Service Standards ("MTSS"), on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in the applicable tariff or Competitive Telecommunications Service Guide. Where a Customer-unique service is being provided and/or where another carrier provider is involved in service provisioning, and the Company is unable to meet an MTSS standard interval, such appropriate information will be communicated to the Customer by the Company. In such cases, the Company would not guarantee specific date of availability and shall not be liable for any delays in commencing Service to any Customer. Service date will begin with the date of installation (billing date). The Company shall use reasonable efforts to maintain facilities to the Customer in accordance with MTSS provisions.

<u>Demarcations</u>: All services will be installed/terminated at the established Premise Demarcation Point. The Demarcation Point support, maintenance, repair, and moves are not the responsibility of BTS. Demarcation Extensions are the property and responsibility of the customer.

Space/Access: Customer shall provide at no charge, as specified from time to time by BTS, any needed personnel, equipment space, and power to operate BTS facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on Customer Premises. BTS shall have reasonable access to the conduit to Customer Premises and to its system equipment.

Hazardous Substances: Customer certifies that there are no hazardous substances (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation, but expressly including but not limited to asbestos containing materials) at any site where BTS is to perform Services, including but not limited to installation and maintenance of Service Equipment, under this Agreement. If BTS employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. BTS may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and by BTS. Performance obligations under this Agreement shall be extended for the delay caused by said clean-up or removal. Customer's failure to remove or contain the hazardous substance shall entitle BTS to terminate this Agreement without further liability. If BTS so terminates, Customer shall reimburse BTS for expenses incurred in performing this Agreement until termination.

<u>Facility & Equipment</u>: The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities and/or equipment installed by the Company, except upon the written consent of the Company.

Access & Network: BTS reserves the right to modify, change, add to or replace the BTS Network or the Service Equipment or any part thereof. Any such modification, change, addition or replacement shall be carried out at BTS's own expense and BTS shall use reasonable efforts to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the BTS Network physical interface or protocol used by the Customer in using Services.

Maintenance: BTS shall be responsible for the maintenance of the BTS Network and its Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by BTS or to repair damage or cure interruptions caused by the Customer or Customer's equipment. BTS reserves the right to pass through to Customer charges from third parties incurred in connection with establishing or maintaining Service including, without limitation, charges from building owners or other utilities for electrical service or for use of existing wiring or facilities.

Notice: Customer may choose to have notices and bills delivered via U.S Mail, or electronically. The Customer shall designate on the Service Order an appropriate address to which BTS shall deliver all notices and other communications, except that the Customer may also designate a separate address to which BTS's bills for Service shall be mailed or delivered electronically. BTS shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that BTS may designate a separate address on each bill for Service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the applicable tariff shall be in writing. Notices and other communications of either party, and all bills mailed by BTS, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received (including electronically) or refused by the addressee, whichever occurs first.

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Warranty: BTS warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care in accordance with the terms of this Agreement, including the provision respecting Force Majuere. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES CONCERNING THE FITNESS OF THE SERVICES, SERVICE EQUIPMENT OR PRODUCTS OF BTS, OR ANY PART THEREOF, FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY AND SPECIFICALLY EXCLUDED.

BTS and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this Agreement, and that this Agreement is a valid and binding obligation of such party enforceable against it in accordance with its terms.

Force Majeure: Except with respect to the obligation to pay, neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof. In the event of such Force Majeure condition, the time for performance of that party's obligations shall be suspended and extended for a reasonable period of time following the conclusion of the Force Majeure condition.

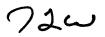
Claims: To the maximum extent allowed by law, each party shall indemnify and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, and related costs, resulting from (A) any loss, destruction, or damage to property of the indemnified party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the indemnifying party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the indemnifying party.

Severability: In the event that one or more of the provisions in this Agreement shall for any reason be held to be illegal or unenforceable, such provision shall be severed from this Agreement and the balance of the Agreement shall remain in effect and further, such provision shall be revised only to the extent necessary to make such provision legal and enforceable; provided, however, that the Agreement as revised shall be consistent with the parties' original intent.

Amendments: This Agreement may only be amended in writing and any amendment must be agreed to and signed by both BTS and Customer.

<u>Transfer and Assignments</u>: Neither BTS nor the Customer may assign or transfer its rights or duties under this Agreement without the written consent of the other party, except that BTS may assign its rights and duties (A) to any subsidiary, parent, or affiliate of BTS, (B) pursuant to any sale or transfer of substantially all of the assets of BTS, or (C) pursuant to any financing, merger, or reorganization of BTS.

<u>Default</u>: If either party fails to perform any material obligation under this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a written default notice from the other party, then the non-defaulting party shall have the right to terminate this Agreement upon written notice to the defaulting party and seek any and all legal and equitable remedies.





Switched Local Service Schedule

Custome Svc Addres	 Contract Type Renewal Term of Agreement 36 Months	
Floor_ City/State Zip Build Required?	 Acceptance of Ten	(initial)
Customer Contac Contact Tel #	 •	

Service	Qty	MRC		Total	NRC
ISDN PRI Package/Voice/Flat Rae (incl in price)	1	\$ 415.00	\$	415.00	Waived
DS-1 Link (transport for PRI)	1	\$ 180.00	\$	180.00	Waived
PRI Caller ID Number & Name	1	\$ 65.00	\$	65.00	Waived
Business Line/Message Rate*	1	\$ 19.50	\$	19.50	Waived
*Message Rate billed at \$0.07 per call					
			Nierica a	See 28.000 826 627 8	mining solvings with solving
	l l	o armede research to	\$	679.50	Waived
Monthly Tot	all	 	Ψ	070.00	VVaivou
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Service: Commercial Local Business Line, Local and Foreign Exchange (FX) Trunk, and Local Station/Centrex level services defined in PUCO No. 2 and 5, MPSC No. 1-R and 1-U, and BTS Competitive Telecommunications Service Guide are offered for authorized, reasonable and lawful commercial use. Any other use may result in discontinuance of service. Commercial Local Line, Trunk and Station/Centrex services provide local calling while a Commercial Foreign Exchange Trunk provides local calling to another local Term: Customer agrees to a minimum term ("Term") for each Service listed in the Schedule. The Term begins immediately upon the service installation date, which shall also be the billing date. If, following the completion of the initial Term or any renewal Term in a multi-year agreement with respect to each Service, the Customer transitions to a month-to-month agreement for any reason whatsoever, the Customer agrees to pay BTS the then applicable Monthly Recurring Charges for Services and any increase in direct and/or third party expenses to provide Service to the Customer

Equipment: Buckeye TeleSystem will provide a universal power supply (UPS) for power backup of TeleSystem VOIP telephony equipment. This equipment is not to be used for any other customer equipment. Following the initial warranty period, the customer will be responsible for the replacement of the UPS. Customer may contact Buckeye TeleSystem for current options for replacement of the

UPS. This paragraph is not a warranty.

E-911: CUSTOMER MUST NOT MOVE, OR PERMIT TO BE MOVED, ANY BTS SERVICE EQUIPMENT OR PROPERTY TO ANY
OTHER ADDRESS. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE ADDRESS ASSOCIATED WITH AN EMERGENCY 911
CALL IS THE AUTHORIZED ADDRESS WHERE THE VOICE SERVICE WAS ORIGINALLY PROVIDED. FOR ANY VOIP SERVICE
CUSTOMER RECOGNIZES THAT MOVEMENT OF THE VOICE-ENABLED BROADBAND MODEM OR IP-ENABLED ENDPOINT
(VOIP EQUIPMENT) FROM THE ORIGINAL SERVICE LOCATION WILL RESULT IN ANY EMERGENCY 911 CALL IDENTIFIED AS
BEING FROM THE ORIGINAL SERVICE LOCATION. THEREFORE, ACCESS TO EMERGENCY 911 SERVICES WILL BE LIMITED IF
THE VOIP EQUIPMENT IS MOVED FROM THE ORIGINAL SERVICE LOCATION. FURTHER, CUSTOMER EXPRESSLY
ACKNOWLEDGES THAT THE VOIP EQUIPMENT MUST NOT BE LEFT UNPLUGGED OR WITH ITS BATTERY REMOVED, AND THE
COAXIAL/COPPER CABLE MUST NOT BE DISCONNECTED FROM THE MODEM, FROM THE WALL OUTLET, OR FROM THE
GROUND BLOCK OUTSIDE THE BUILDING. ANY OF THOSE ACTIONS WILL LIMIT ACCESS TO EMERGENCY 911 SERVICE.

By initialing, the customer agrees to the term of the agreement specified above, acknowledges acceptance of the Retail Master Terms and Conditions attached or available at www.buckeye-telesystem.com and any Switched Services Terms and Conditions listed above or available at www.buckeye-telesystem.com. They are authorized to make this decision on behalf of the customer, and agreed to be bound by them.

Customer may also request a fax copy of the Retail Master and/or Switched Services Terms and Conditions by calling (419) 724-9898.



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Schedule	Attached	. Term
Switched Local Services	Х	36 Months
National/Long Distance Services	Х	36 Months
Facility Transport and Lease Space Services	Х	· 36 Months
Internet Access Services	х	36 Months

Signature by the Authorized Customer Representative on this document constitutes a service order in accordance with the Rotali Master Terms and Conditions attached or available at www.buckeye-telesystem com and the attached Service Schadulo(s).

Facismile/Scanned signatures and initials whall be sufficient to bind parties to the agreement and constitute of the agreement.

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<u>Dedicated</u>

Long Distance Service provided via a Special Access Circuit.

Demarcation Point at which the service provider network ends and connects with the wiring/distribution at the

customer premise

FX Foreign Exchange is a number foreign to a central office and is not provided E-911 service..

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Master Service Agreement Includes Master Terms and Conditions, Service Schedules, Letter of Agency and Authorization,

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MTSS Minimum Telephone Service Standards as defined by State Regulatory Commissions

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POP Point-of-Presence for Interexchange Carrier Services

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<u>Special Access</u> Regulated Private Line Transport Service either a Point-to-POP or Point-to-Point.

Station -- Commercial Analog or Digital/ISDN Basic Rate Interface Centrex Station level service

Switched Long Distance Service provided in conjunction with Local Voice Service

Switch-less Long Distance Service provided without Local Voice Service

<u>Trunk</u> Commercial Analog, Digital, ISDN Prime Rate Interface Trunk level service

General: The Service is furnished on the condition that it will be used only for authorized and lawful purposes. The Service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of BTS. BTS has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like Services at the price specified in this Agreement.

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Term of Agreement: Customer agrees to a minimum term ("Term") for each Service listed in the attached Schedules. The Term begins immediately upon the service installation date, which shall also be the billing date.

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Charges & Payment: Unless otherwise provided in the Schedules, payment for Service, installation, and Monthly Recurring and Non-Recurring Charges, including applicable surcharges and federal, state, and local taxes shall be due 30 days from the date on the bill. If the bill is not paid by the due date, it then becomes past due. BTS shall present bills for Monthly Recurring Charges to the Customer monthly in advance of the month in which the Service is provided. Automatic payment through Checking or Credit/Debit Card Electronic Fund Transfer (EFT) is optional.

Termination Liability: Cancellation of Service by the Customer: If Customer terminates Service(s) at the assigned address before the completion of the initial Term or any subsequent renewal Term for any reason whatsoever other than service interruption (as defined within the applicable tariff or Competitive Telecommunications Service Guide), or if a Customer moves to another service address that BTS cannot service, the Customer agrees to pay BTS:

- (A) All Non-Recurring Charges reasonably expended by BTS to establish Service to Customer, plus
- (B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by BTS on behalf of Customer, plus
- (C) The pro-rata portion of any Special Offer provided by BTS to Customer, plus
- (D) The full amount of the Monthly Recurring Charges that would have been due to BTS by the Customer had the Service run to its full Term or renewal Term. Term is as defined in the Term of Agreement section.

Installation: The Company shall use reasonable efforts to make available services to a Customer in accordance with Minimum Telephone Service Standards ("MTSS"), on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in the applicable tariff or Competitive Telecommunications Service Guide. Where a Customer-unique service is being provided and/or where another carrier provider is involved in service provisioning, and the Company is unable to meet an MTSS standard interval, such appropriate information will be communicated to the Customer by the Company. In such cases, the Company would not guarantee specific date of availability and shall not be liable for any delays in commencing Service to any Customer. Service date will begin with the date of installation (billing date). The Company shall use reasonable efforts to maintain facilities to the Customer in accordance with MTSS provisions.

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Space/Access: Customer shall provide at no charge, as specified from time to time by BTS, any needed personnel, equipment space, and power to operate BTS facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on Customer Premises. BTS shall have reasonable access to the conduit to Customer Premises and to its system equipment.

Hazardous Substances: Customer certifies that there are no hazardous substances (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation, but expressly including but not limited to asbestos containing materials) at any site where BTS is to perform Services, including but not limited to installation and maintenance of Service Equipment, under this Agreement. If BTS employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. BTS may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and by BTS. Performance obligations under this Agreement shall be extended for the delay caused by said clean-up or removal. Customer's failure to remove or contain the hazardous substance shall entitle BTS to terminate this Agreement without further liability. If BTS so terminates, Customer shall reimburse BTS for expenses incurred in performing this Agreement until termination.

Facility & Equipment: The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities and/or equipment installed by the Company, except upon the written consent of the Company.

Access & Network: BTS reserves the right to modify, change, add to or replace the BTS Network or the Service Equipment or any part thereof. Any such modification, change, addition or replacement shall be carried out at BTS's own expense and BTS shall use reasonable efforts to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the BTS Network physical interface or protocol used by the Customer in using Services.

Maintenance: BTS shall be responsible for the maintenance of the BTS Network and its Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by BTS or to repair damage or cure interruptions caused by the Customer or Customer's equipment. BTS reserves the right to pass through to Customer charges from third parties incurred in connection with establishing or maintaining Service including, without limitation, charges from building owners or other utilities for electrical service or for use of existing wiring or facilities.

Notice: Customer may choose to have notices and bills delivered via U.S Mail, or electronically. The Customer shall designate on the Service Order an appropriate address to which BTS shall deliver all notices and other communications, except that the Customer may also designate a separate address to which BTS's bills for Service shall be mailed or delivered electronically. BTS shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that BTS may designate a separate address on each bill for Service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the applicable tariff shall be in writing. Notices and other communications of either party, and all bills mailed by BTS, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received (including electronically) or refused by the addressee, whichever occurs first.

Warranty: BTS warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care in accordance with the terms of this Agreement, including the provision respecting Force Majuere. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES CONCERNING THE FITNESS OF THE SERVICES, SERVICE EQUIPMENT OR PRODUCTS OF BTS, OR ANY PART THEREOF, FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY AND SPECIFICALLY EXCLUDED.

BTS and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this Agreement, and that this Agreement is a valid and binding obligation of such party enforceable against it in accordance with its terms.

Force Majeure: Except with respect to the obligation to pay, neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof. In the event of such Force Majeure condition, the time for performance of that party's obligations shall be suspended and extended for a reasonable period of time following the conclusion of the Force Majeure condition.

Claims: To the maximum extent allowed by law, each party shall indemnify and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, and related costs, resulting from (A) any loss, destruction, or damage to property of the indemnified party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the indemnifying party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the indemnifying party.

Severability: In the event that one or more of the provisions in this Agreement shall for any reason be held to be illegal or unenforceable, such provision shall be severed from this Agreement and the balance of the Agreement shall remain in effect and further, such provision shall be revised only to the extent necessary to make such provision legal and enforceable; provided, however, that the Agreement as revised shall be consistent with the parties' original intent.

Amendments: This Agreement may only be amended in writing and any amendment must be agreed to and signed by both BTS and Customer.

<u>Transfer and Assignments</u>: Neither BTS nor the Customer may assign or transfer its rights or duties under this Agreement without the written consent of the other party, except that BTS may assign its rights and duties (A) to any subsidiary, parent, or affiliate of BTS, (B) pursuant to any sale or transfer of substantially all of the assets of BTS, or (C) pursuant to any financing, merger, or reorganization of BTS.

<u>Default</u>: If either party fails to perform any material obligation under this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a written default notice from the other party, then the non-defaulting party shall have the right to terminate this Agreement upon written notice to the defaulting party and seek any and all legal and equitable remedies.



Switched Local Service Schedule

Customer Svc Address Floor City/State Zip Build Required? Customer Contact Contact Tol #	Torm	of Ag	act Type reemont of Tern	Rond 36 M	owal	(initial)
Service	Qty	Т	MRC		Total	NRC
Essential Line	6	\$	21.95	\$	131.70	Walved
[Essential line includes rollover features, caller id with name, call forward variable and virtually	1				***************************************	
untimited local calling (5000 minutes/line)]			and Con-relation			
	- 				- Edventon proces	

Service. Commercial Local Business Line, Local and Pereign Exchange (FX) Trunk, and Local Station/Centrex level services defined in PUCO No. 2 and 5, MPSC No. 1-R and 1-U, and BTS Competitive Telecommunications Service Guide are offered for authorized, reasonable and lawful commercial use. Any other use may result in discentinuance of service. Commercial Local Line, Trunk and Station/Centrex services provide local calling white a Commercial Foreign Exchange Trunk provides local calling to another local Info. Customer agrees to a minimum term ("Torm") for each Service listed in the Schedule. The Torm begins immediately upon the service installation date, which shall also be the billing date. If, following the completion of the initial Torm or any renewal Torm in a multi-year agreement with respect to each Service, the Customer transitions to a menth-to-month agreement for any reason whatsoever, the Customer agrees to pay BTS the then applicable Monthly Recurring Charges for Services and any Increase in direct and/or third party expenses to provide Service to the Customer.

Monthly Total

131.70

S

Walvod

Equipment: Buckeye TeleSystem will provide a universal power supply (UPS) for power backup of TeleSystem VOIP telephony adulpment. This equipment is not to be used for any other customer equipment Following the initial warranty period, the customer will be responsible for the replacement of the UPS. Customer may contact Buckeye TeleSystem for current options for replacement of the UPS.

This paragraph is not a warranty.

E-911: CUSTOMER MUST NOT MOVE, OR PERMIT TO BE MOVED, ANY BTS SERVICE EQUIPMENT OR PROPERTY TO ANY OTHER ADDRESS. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE ADDRESS ASSOCIATED WITH AN EMERGENCY 911 CALL IS THE AUTHORIZED ADDRESS WHERE THE VOICE SERVICE WAS ORIGINALLY PROVIDED FOR ANY VOIP SERVICE CUSTOMER RECOGNIZES THAT MOVEMENT OF THE VOICE-ENABLED BROADBAND MODEM OR IP-ENABLED ENDPOINT (VOIP EQUIPMENT) FROM THE ORIGINAL SERVICE LOCATION WILL RESULT IN ANY EMERGENCY 911 CALL, IDENTIFIED AS BEING FROM THE ORIGINAL SERVICE LOCATION THEREFORE, ACCESS TO EMERGENCY 911 SERVICES WILL BE LIMITED IF THE VOIP EQUIPMENT IS MOVED FROM THE ORIGINAL SERVICE LOCATION FURTHER, CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE VOIP EQUIPMENT MUST NOT BE LEFT UNPLUGGED OR WITH ITS BATTERY REMOVED, AND THE COAXIAL/COPPER CABLE MUST NOT BE DISCONNECTED FROM THE MODEM, FROM THE WALL OUTLET, OR FROM THE GROUND BLOCK OUTSIDE THE BUILDING. ANY OF THOSE ACTIONS WILL LIMIT ACCESS TO

By Initialing, the customer agrees to the form of the agreement specified above, acknowledges acceptance of the Retail Master Terms and Conditions attached or available at www buckeye-telesystem.com and any Switched Services Terms and Conditions listed above or available at www buckeye-telesystem com. They are authorized to make this decision on behalf of the customer, and agreed to be bound by them.

Customer may also request a lax copy of the Retail Master and/or Switched Services Terms and Conditions by calling (419) 724-9888



National/Long Distance Service Schedule

Customer Svc Address Floor City/Stato Zip		Emilia sum Transcenti	Contract Type Renewal Torm of Agreement 36 Months				
Customer Contact Contact Tel #			Monthly Commitmen	\$0.00 \$0.00			
			Acceptance of Term:	nina			
Month-to-Month	100		Off Shore		.,		
Domestic	intrastate	Interstate	Outbound +1	Puorto Rico	\$0.11		
Outbound 1+	\$0.08	\$0.05		Ja Virgin Islanda	\$0.11		
Inbound Bxx	\$0.08	\$0.05		Alpeka	\$0.51		
	Canada	\$0.05		Hawall	\$0.07		
international	Canada	φυ.υα					
			Acceptance of Term:	Initial			
12 Months	1-444	interstate	Off Shore	***			
Domostic	Intrastate	\$0 049	Outbound +1	Puerto Rico	\$0.11		
Outbound 1+	\$0.049 50.049	\$0 049		JS Virgin Islands	\$0.11		
Inbound 8xx	\$0.049	ØU 040		Alaska	\$0.51		
Programme and a second	Canada	\$0.05		Hawaii	\$0.07		
International	- Contacted	44.44					
24 Months	**************************************	- Company	Acceptance of Term:	initial			
Domestic	ntrastate	nterstate	Off Shore				
Outbound 1+	\$0 440	\$0.440	Culbound +1	Puerto Rico	\$0.11		
inbound 8xx	50 440	\$0.440		US Virgin Islands	\$0.11		
χχα οπυφαηι	00 440	ψ		Alaska	\$0.51		
International	Canada	\$0.05		Hawell	\$0.07		
HUMITHUM	24114446	The state of the s			h		
36 Months		V.,,,,	Acceptance of Turm:	Initial			
Domestic	Intrastato	interstate	Oif Shore				
Outbound 1+	\$0 029	\$0.029	Qutbound +1	Puerto Rico	\$0,11		
Inbound 8xx	\$0.035	\$0.035		US Virgin islands	50.11		
Canada 8XX	\$0.13	\$0.13		Alanka	\$0.51		
International	Canada	\$0.05		Hawall	\$0:07		
THE THE PERSON					1807		
Calling Cards	1 1 1 1 1 1 1 1 1 1				"at his same in		
From: / To:	Continental US	AK& HI	PR & USV	Guam_	N Mariana IS.		
Continental US	\$0,123	\$0 423	\$0 179	\$0.328	\$0.365		
		\$0.625	\$0.625	\$0 487	\$0 524		
	\$0,490	\$0.050	A STATE OF THE PERSON NAMED IN COLUMN 2				
AK & HI	\$0,490 \$0,294	\$1.170	\$0.412 \$0.879	\$0.362 \$0.377	** \$0.399 \$0.414		

Service: Commercial National/Long Distance Switched, Switch-loss, Dedicated, Calling Card, and Audio Conferencing Voice services, and Long Haul Data Transport services as defined in PUCO No. 4, MPSC No. 1-R and 1-U, and FCC rules and regulations are offered for authorized, reasonable and lawful commercial use. Any other use may result in discontinuance of service Outbound Long Distance is Continental/Domostic in-state and state-to-state calling only. Duration of each call is rated in 6 second increments inbound Toll Free Long Distance is Continental/Domostic in-state and state-to-state calling Outbound Off-Shore and international calls will vary depending on destination/equinity called. Calling card rates are based upon origination and termination International calls will vary depending on destination/equinity called. Calling card rates are based upon origination and termination International calls will vary depending on destination/equinity called. Calling card rates are based upon origination and termination International calls will vary depending on destination/equinity called in the Schodulo. The Torm begins immediately upon the service installation date, which shall also be the billing date. If, following the completion of the initial Term or any reason in a multi-year agreement with respect to each Service, the Customer transitions to a month-to-month agreement for any reason whatsoever, the Customer agrees to pay 81% the tinen applicable Monthly Recurring Charges for Services and any increase in direct and/or third party expenses to provide Service to the Customer

By initialing, the customer agrees to the term of the agreement specified above, acknowledges acceptance of the Rotell Master Terms and Conditions attached or available at www.buckeye-telesystem.com and any National Services Terms and Conditions listed above or available at www.buckeye-telesystem.com They are authorized to make this decision on behalf of the customer, listed above or available at www.buckeye-telesystem.com They are authorized to make this decision on behalf of the customer, and agreed to be bound by them. Customer may also request a fax copy of the Rotall Master and/or National Services Terms and Conditions by calling (419) 724-9898



Date

Bill Name	Company of the second distributions			
Sec Bill Name _				
Bill Address				
Fir/Room				
City/State _	Marin Marin			•
Zlp _		<u>.</u>		
Billing Contact _ Contact Tel : Sales Ro			Ϋ́	ax Exempt: <u>No</u>
r			Attacland	Torm

Ochcadie		
Switched Local Services	X	36 Months
National/Long Distance Services	X	36 Months
Facility Transport and Lease Space Services	. X	· 36 Months
Internet Access Services	and Lease Space Scritices	
		•

Signature by the Authorized Customer Representative on this document constitutes a service order in accordance with the Retail Master Terms and Conditions attached or available at www.huckeys-telesystem com and the attached Service Schadula(s).

Focismile/Scanned signatures and initials shall be sufficient to bind parties to the agreen

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The information contained herein is confidential and proprietory and should not be disclosed



Buckeye TeleSystem, Inc. Retail Master Terms and Conditions

These Master Terms and Conditions are a part of and incorporated into the Retail Master Service Agreement between Buckeye TeleSystem, Inc. ("BTS") and Customer.

<u>Definitions</u>: In addition to definitions provided in filed tariffs and published telecommunications competitive service guides and supplied elsewhere in this Agreement, the following words shall have the meanings:

Authorized Service is to be solely consumed by the commercial business (end user) and is not for resale.

Dedicated Long Distance Service provided via a Special Access Circuit.

Demarcation Point at which the service provider network ends and connects with the wiring/distribution at the

customer premise

FX Foreign Exchange is a number foreign to a central office and is not provided E-911 service..

<u>Line</u>

Commercial Business Line or Digital/Basic Rate Interface Line level service

Master Service Agreement Includes Master Terms and Conditions, Service Schedules, Letter of Agency and Authorization,

Emergency Contacts, and Telephone Number Directory Information.

Monthly Recurring Charges Monthly Charge for Service

MTSS Minimum Telephone Service Standards as defined by State Regulatory Commissions

Non-Recurring Charges One-Time Charge for Service

POP Point-of-Presence for Interexchange Carrier Services

Schedule(s) Document describing the Service(s) to be provided by BTS to Customer and specifies the pricing and

additional Terms and Conditions of the Agreement.

Service being purchased by Customer from BTS under this Agreement, e.g., Switched Local via a

Business Line or ISDN Prime Rate Interface Trunk or Facility Service such as a Ethernet Native LAN

Extension.

Service Equipment Any company provided equipment for the purpose of providing service.

Service Order Physical document that describes the services purchased and to be billed to customer.

SPAM Any unsolicited commercial email, or any bulk e-mailing (unsolicited or otherwise) that poses a risk of

disrupting service on Buckeye's network. It is usually sent in large quantities to recipients who have

not specifically opted or chosen to receive it.

SPIT Any unsolicited, unwanted, automatically-dialed, pre-recorded Voice-over-IP phone calls that pose a

risk of disrupting service on Buckeye's network. It is usually sent in large quantities to recipients who

have not specifically opted or chosen to receive it.

<u>Special Access</u> Regulated Private Line Transport Service either a Point-to-POP or Point-to-Point.

Station -- Commercial Analog or Digital/ISDN Basic Rate Interface Centrex Station level service

Switched Long Distance Service provided in conjunction with Local Voice Service

Switch-less Long Distance Service provided without Local Voice Service

<u>Trunk</u> Commercial Analog, Digital, ISDN Prime Rate Interface Trunk level service

General: The Service is furnished on the condition that it will be used only for authorized and lawful purposes. The Service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of BTS. BTS has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like Services at the price specified in this Agreement.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio for Ohio customers, and the rules of the Michigan Public Service Commission for Michigan customers, as well as BTS's tariffs on file in each state or BTS Competitive Telecommunications Service Guides published for each state for customers in those states, and to the extent applicable, federal laws and regulations, including FCC rules and regulations.

Services: Services may generally be described as tariffed (PUCO No. 2, 3, 4, 5; MPSC No. 1-R, 2-R) and/or non-tariffed telecommunications (BTS Competitive Telecommunications Service Guide) and unregulated (MPSC No. 1-U) and information services, which may be custom designed to meet unique customer requirements on a one-time basis. Such services may be provided by BTS solely or in conjunction with another communications provider.

<u>Term of Agreement:</u> Customer agrees to a minimum term ("Term") for each Service listed in the attached Schedules. The Term begins immediately upon the service installation date, which shall also be the billing date.

Non-Disclosure: All prices, products, configurations, terms and conditions associated with this Agreement are proprietary to BTS and shall not be disclosed by Customer to any party outside of Customer's business entity. BTS reserves the right to immediately terminate Service(s) and apply all applicable liquidated damages for failure to comply with this non-disclosure provision, and to seek any other legal or equitable remedy, including but not limited to injunctive relief. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information. Any and all documents, information, or materials disclosed shall be marked "confidential"; the disclosing party shall use its best efforts to ensure that the Agreement is covered by a protective order, and the disclosing party shall notify the other of its intent to disclose all or part of the Agreement unless legally prohibited from doing so.

<u>Credit Approval</u>: This Agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. BTS may request an advance payment and/or deposit in accordance with MTSS and the provisions of its tariffs.

Charges & Payment: Unless otherwise provided in the Schedules, payment for Service, installation, and Monthly Recurring and Non-Recurring Charges, including applicable surcharges and federal, state, and local taxes shall be due 30 days from the date on the bill. If the bill is not paid by the due date, it then becomes past due. BTS shall present bills for Monthly Recurring Charges to the Customer monthly in advance of the month in which the Service is provided. Automatic payment through Checking or Credit/Debit Card Electronic Fund Transfer (EFT) is optional.

Termination Liability: Cancellation of Service by the Customer: If Customer terminates Service(s) at the assigned address before the completion of the initial Term or any subsequent renewal Term for any reason whatsoever other than service interruption (as defined within the applicable tariff or Competitive Telecommunications Service Guide), or if a Customer moves to another service address that BTS cannot service, the Customer agrees to pay BTS:

- (A) All Non-Recurring Charges reasonably expended by BTS to establish Service to Customer, plus
- (B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by BTS on behalf of Customer, plus
- (C) The pro-rata portion of any Special Offer provided by BTS to Customer, plus
- (D) The full amount of the Monthly Recurring Charges that would have been due to BTS by the Customer had the Service run to its full Term or renewal Term. Term is as defined in the Term of Agreement section.

Installation: The Company shall use reasonable efforts to make available services to a Customer in accordance with Minimum Telephone Service Standards ("MTSS"), on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in the applicable tariff or Competitive Telecommunications Service Guide. Where a Customer-unique service is being provided and/or where another carrier provider is involved in service provisioning, and the Company is unable to meet an MTSS standard interval, such appropriate information will be communicated to the Customer by the Company. In such cases, the Company would not guarantee specific date of availability and shall not be liable for any delays in commencing Service to any Customer. Service date will begin with the date of installation (billing date). The Company shall use reasonable efforts to maintain facilities to the Customer in accordance with MTSS provisions.

<u>Demarcations</u>: All services will be installed/terminated at the established Premise Demarcation Point. The Demarcation Point support, maintenance, repair, and moves are not the responsibility of BTS. Demarcation Extensions are the property and responsibility of the customer.

Space/Access: Customer shall provide at no charge, as specified from time to time by BTS, any needed personnel, equipment space, and power to operate BTS facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on Customer Premises. BTS shall have reasonable access to the conduit to Customer Premises and to its system equipment.

Hazardous Substances: Customer certifies that there are no hazardous substances (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation, but expressly including but not limited to asbestos containing materials) at any site where BTS is to perform Services, including but not limited to installation and maintenance of Service Equipment, under this Agreement. If BTS employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. BTS may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and by BTS. Performance obligations under this Agreement shall be extended for the delay caused by said clean-up or removal. Customer's failure to remove or contain the hazardous substance shall entitle BTS to terminate this Agreement without further liability. If BTS so terminates, Customer shall reimburse BTS for expenses incurred in performing this Agreement until termination.

Facility & Equipment: The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities and/or equipment installed by the Company, except upon the written consent of the Company.

Access & Network: BTS reserves the right to modify, change, add to or replace the BTS Network or the Service Equipment or any part thereof. Any such modification, change, addition or replacement shall be carried out at BTS's own expense and BTS shall use reasonable efforts to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the BTS Network physical interface or protocol used by the Customer in using Services.

Maintenance: BTS shall be responsible for the maintenance of the BTS Network and its Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by BTS or to repair damage or cure interruptions caused by the Customer or Customer's equipment. BTS reserves the right to pass through to Customer charges from third parties incurred in connection with establishing or maintaining Service including, without limitation, charges from building owners or other utilities for electrical service or for use of existing wiring or facilities.

Notice: Customer may choose to have notices and bills delivered via U.S Mail, or electronically. The Customer shall designate on the Service Order an appropriate address to which BTS shall deliver all notices and other communications, except that the Customer may also designate a separate address to which BTS's bills for Service shall be mailed or delivered electronically. BTS shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that BTS may designate a separate address on each bill for Service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the applicable tariff shall be in writing. Notices and other communications of either party, and all bills mailed by BTS, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received (including electronically) or refused by the addressee, whichever occurs first.

Warranty: BTS warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care in accordance with the terms of this Agreement, including the provision respecting Force Majuere. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES CONCERNING THE FITNESS OF THE SERVICES, SERVICE EQUIPMENT OR PRODUCTS OF BTS, OR ANY PART THEREOF, FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY AND SPECIFICALLY EXCLUDED.

BTS and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this Agreement, and that this Agreement is a valid and binding obligation of such party enforceable against it in accordance with its terms.

Force Majeure: Except with respect to the obligation to pay, neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof. In the event of such Force Majeure condition, the time for performance of that party's obligations shall be suspended and extended for a reasonable period of time following the conclusion of the Force Majeure condition.

Claims: To the maximum extent allowed by law, each party shall indemnify and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, and related costs, resulting from (A) any loss, destruction, or damage to property of the indemnified party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the indemnifying party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the indemnifying party.

Severability: In the event that one or more of the provisions in this Agreement shall for any reason be held to be illegal or unenforceable, such provision shall be severed from this Agreement and the balance of the Agreement shall remain in effect and further, such provision shall be revised only to the extent necessary to make such provision legal and enforceable; provided, however, that the Agreement as revised shall be consistent with the parties' original intent.

Amendments: This Agreement may only be amended in writing and any amendment must be agreed to and signed by both BTS and Customer.

<u>Transfer and Assignments</u>: Neither BTS nor the Customer may assign or transfer its rights or duties under this Agreement without the written consent of the other party, except that BTS may assign its rights and duties (A) to any subsidiary, parent, or affiliate of BTS, (B) pursuant to any sale or transfer of substantially all of the assets of BTS, or (C) pursuant to any financing, merger, or reorganization of BTS.

<u>Default</u>: If either party fails to perform any material obligation under this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a written default notice from the other party, then the non-defaulting party shall have the right to terminate this Agreement upon written notice to the defaulting party and seek any and all legal and equitable remedies.



Switched Local Service Schedule

Customei Svc Addres: Floor City/State	Term	of Ag	of Term	36 M	onth a	ʻ!nitlai)
Zip Build Required? Customer Contact Contact Tel #						
Sorvico	Oty		MRC		Total	NRC
Essential Lines [Essential line includes rollover features, caller id	18	\$	21.95	55	395.10	Walved
with name, call forward variable and virtually unlimited local calling (5000 minutes/line))		4.000				WB-(1-41-
Monthly Total				\$	395,10	Walved

Service Commercial Local Business Line, Local and Foreign Exchange (FX) Trunk, and Local Station/Controx level services defined in PUCO No. 2 and 6, MPSC No. 1-R and 1-U, and BTS Compositive Telecommunications Service Guide are offered for authorized, reasonable and lawful commercial use. Any other use may result in discontinuance of service. Commercial Local Line, Trunk and Station/Centrex services provide local calling while a Commercial Foreign Exchange Trunk provides local calling to another local Station/Centrex services provide local calling while a Commercial Foreign Exchange Trunk provides local calling to another local Service listed in the Schedule. The Term begins immediately upon the Term: Customer spress to a minimum term ("Term") for each Service listed in the Schedule. The Term begins immediately upon the Term: Customer spression date, which shall also be the billing date. It, following the completion of the initial Term or any reason whotsoever, the year agreement with respect to each Service, the Customer transitions to a month-to-month agreement for any reason whotsoever, the Customer agrees to pay BTS the then applicable Monthly Recurring Charges for Services and any increase in direct and/or third party expenses to provide Service to the Customer.

Equipment: Buckaya ToloSystem will provide a universal power supply (UPS) for power backup of ToloSystem VOIP telephony aquipment. This equipment is not to be used for any other customer equipment. Following the initial warranty period, the customer will be responsible for the replacement of the UPS. Customer may contact Buckeye TeleSystem for current options for replacement of the UPS.

This paragraph is not a warranty.

E-911: CUSTOMER MUST NOT MOVE, OR PERMIT TO BE MOVED ANY BTS SERVICE EQUIPMENT OR PROPERTY TO ANY OTHER ADDRESS. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE ADDRESS ASSOCIATED WITH AN EMERGENCY 911 CALL IS THE AUTHORIZED ADDRESS WHERE THE VOICE SERVICE WAS ORIGINALLY PROVIDED. FOR ANY VOIP SERVICE CUSTOMER RECOGNIZES THAT MOVEMENT OF THE VOICE-ENABLED BROADBAND MODEM OR IP-ENABLED ENDPOINT (VOIP EQUIPMENT) FROM THE ORIGINAL SERVICE LOCATION WILL RESULT IN ANY EMERGENCY 911 CALL IDENTIFIED AS BEING FROM THE ORIGINAL SERVICE LOCATION THEREFORE, ACCESS TO EMERGENCY 911 SERVICES WILL BE LIMITED IF THE VOIP EQUIPMENT IS MOVED FROM THE ORIGINAL SERVICE LOCATION. FURTHER, CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE VOIP EQUIPMENT MUST NOT BE LEPT UNPLUGGED OR WITH ITS BATTERY EXPRESSLY ACKNOWLEDGES THAT THE VOIP EQUIPMENT MUST NOT BE LEPT UNPLUGGED OR WITH ITS BATTERY EXPRESSLY ACKNOWLEDGES THAT THE WOIL MUST NOT BE DISCONNECTED FROM THE MODEM, FROM THE WALL, OUTLIET, OR FROM THE GROUND BLOCK OUTSIDE THE BUILDING. ANY OF THOSE ACTIONS WILL LIMIT ACCESS TO

By initialing, the customer agrees to the term of the agreement specified above, acknowledges acceptance of the Retail Moster Terms and Conditions listed above or available at Conditions listed above or available at www.buckeye-telesystem.com and any Switched Services Terms and Conditions listed above or available at www.buckeye-telesystem. They are authorized to make this decision on behalf of the customer, and agreed to be bound by them.

Customer may also request a fex copy of the Retail Master and/or Switched Services Terms and Conditions by calling (419) 724-9888



National/Long Distance Service Schedule

Customer Svc Address		·	Contract Type Renewal					
Floor			Torm of Agreement 36 Months					
City/State								
· Zip								
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	, s-(s	Mary Mary Mary Mary Mary Mary Mary Mary	Non Reoccurring Ch	argos	<u>\$0.00</u> .			
Month-to-Month	11.1-11		Acceptance of Term:	เทเมล์เ				
Domestic	Intrastato	Interstate	Off Shore					
Outbound 1+	\$0.08	\$0.08	Outbound +1	Puorio Rico	\$0.11			
Inbound 8xx	\$0.06	\$0.05		Us Virgin Islands	\$0 11			
ATT - IN THE PROPERTY OF THE P		P. HANNES OF RIS OF STREET		Alasko	\$0.51			
International	Canada	\$0.05		Hawaii	\$0.07			
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Outbound 1+	\$0,049	\$0.049	Outbound #1	Puerto Rico	\$0.11			
Inbound 8xx	\$0.049	\$0.049		JS Virgin Islands	50.11			
			1020	Alaska	\$0.51			
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36 Months			Acceptance of Term!	ienuae u	<u> </u>			
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Outbound 1+	\$0.029	\$0.029	0utbound +1	US Virgin Islands	\$0.11			
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Canada 8XX	\$0.13	\$0.13		Hawall	\$0.07			
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Canada	\$0 294	\$1.170	\$0.412	\$0.377	\$0.414			
PR & USVI	\$0.211	\$0.575	45.514	Arm.	The state of the s			

Services, Commercial National/Long Distance Switched, Switch-less, Dedicated, Calling Card, and Audio Conferencing Voice services, and Long Haul Data Transport services as defined in PUCO No. 4, MPSC No. 1-R and 1-U, and FCC rules and regulations are offered for authorized, reasonable and lawful commercial use. Any other use may result in discontinuance of service. Outbound Long Distance is Continental/Demestic in-state and state-to-state calling only. Duration of each call is rated in 6 second increments. Inbound Toll Free Long Distance is Continental/Demestic in-state and state-to-state calling. Outbound Off-Shore and International calls will very depending on destination/country called. Calling card rates are based upon origination and termination Term. Customer agrees to a minimum term ("Term") for each Service listed in the Schedule. The Term begins immediately upon the service installation date, which shall also be the billing date. If, following the completion of the initial Term or any reason in a multi-year agreement with respect to each Service, the Customer transitions to a month-to-month agreement for any reason whatspower, the Customer agrees to pay 8TS the then applicable Monthly Recurring Charges for Services and any increase in direct and/or third party expenses to provide Service to the Customer.

By initiating, the customer agrees to the term of the agreement specified above, acknowledges acceptance of the Retail Meater Terms and Conditions attached or available at www.buckeye-telesystem.com and any National Services Terms and Conditions listed above or available at www.buckeye-telesystem.com. They are authorized to make this decision on behalf of the customer, listed above or available at www.buckeye-telesystem.com. They are authorized to make this decision on behalf of the customer, and agreed to be bound by them. Customer may slac request a fax copy of the Retail Master and/or National Services Terms and Conditions by calling (419) 724-9898



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·	Switched Local Services	Х	36 Months	
	National/Long Distance Services	Х	36 Months	
	Facility Transport and Lease Space Services	, X	· 36 Months	
	Internet Access Services	Х	· 36 Months	
	Signature by the Authorized Customer Representativ accordance with the Reiall Master Terms a www.buckaya-telesystem.com.and th Facismile/Scanned signatures and initials what be suffic	no wondiswie enem sa strobeti Sarvice	Schadula(s).	
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The information contained terein is confidential and proprietory and should not be disclosed



Buckeye TeleSystem, Inc. Retail Master Terms and Conditions

These Master Terms and Conditions are a part of and incorporated into the Retail Master Service Agreement between Buckeye TeleSystem, Inc. ("BTS") and Customer.

<u>Definitions</u>: In addition to definitions provided in filed tariffs and published telecommunications competitive service guides and supplied elsewhere in this Agreement, the following words shall have the meanings:

<u>Authorized</u> Service is to be solely consumed by the commercial business (end user) and is not for resale.

<u>Dedicated</u>
Long Distance Service provided via a Special Access Circuit.

<u>Demarcation</u>

Point at which the service provider network ends and connects with the wiring/distribution at the

customer premise

FX Foreign Exchange is a number foreign to a central office and is not provided E-911 service..

Line Commercial Business Line or Digital/Basic Rate Interface Line level service

Master Service Agreement Includes Master Terms and Conditions, Service Schedules, Letter of Agency and Authorization,

Emergency Contacts, and Telephone Number Directory Information.

Monthly Recurring Charges Monthly Charge for Service

MTSS Minimum Telephone Service Standards as defined by State Regulatory Commissions

Non-Recurring Charges One-Time Charge for Service

POP Point-of-Presence for Interexchange Carrier Services

Schedule(s) Document describing the Service(s) to be provided by BTS to Customer and specifies the pricing and

additional Terms and Conditions of the Agreement.

Service(s) Service being purchased by Customer from BTS under this Agreement, e.g., Switched Local via a

Business Line or ISDN Prime Rate Interface Trunk or Facility Service such as a Ethernet Native LAN

Extension.

Service Equipment Any company provided equipment for the purpose of providing service.

Service Order Physical document that describes the services purchased and to be billed to customer.

SPAM Any unsolicited commercial email, or any bulk e-mailing (unsolicited or otherwise) that poses a risk of

disrupting service on Buckeye's network. It is usually sent in large quantities to recipients who have

not specifically opted or chosen to receive it.

SPIT Any unsolicited, unwanted, automatically-dialed, pre-recorded Voice-over-IP phone calls that pose a

risk of disrupting service on Buckeye's network. It is usually sent in large quantities to recipients who

have not specifically opted or chosen to receive it.

Special Access Regulated Private Line Transport Service either a Point-to-POP or Point-to-Point.

Station -- Commercial Analog or Digital/ISDN Basic Rate Interface Centrex Station level service

Switched Long Distance Service provided in conjunction with Local Voice Service

Switch-less Long Distance Service provided without Local Voice Service

Trunk Commercial Analog, Digital, ISDN Prime Rate Interface Trunk level service

General: The Service is furnished on the condition that it will be used only for authorized and lawful purposes. The Service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of BTS. BTS has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like Services at the price specified in this Agreement.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio for Ohio customers, and the rules of the Michigan Public Service Commission for Michigan customers, as well as BTS's tariffs on file in each state or BTS Competitive Telecommunications Service Guides published for each state for customers in those states, and to the extent applicable, federal laws and regulations, including FCC rules and regulations.

Services: Services may generally be described as tariffed (PUCO No. 2, 3, 4, 5; MPSC No. 1-R, 2-R) and/or non-tariffed telecommunications (BTS Competitive Telecommunications Service Guide) and unregulated (MPSC No. 1-U) and information services, which may be custom designed to meet unique customer requirements on a one-time basis. Such services may be provided by BTS solely or in conjunction with another communications provider.

Term of Agreement: Customer agrees to a minimum term ("Term") for each Service listed in the attached Schedules. The Term begins immediately upon the service installation date, which shall also be the billing date.

Non-Disclosure: All prices, products, configurations, terms and conditions associated with this Agreement are proprietary to BTS and shall not be disclosed by Customer to any party outside of Customer's business entity. BTS reserves the right to immediately terminate Service(s) and apply all applicable liquidated damages for failure to comply with this non-disclosure provision, and to seek any other legal or equitable remedy, including but not limited to injunctive relief. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information. Any and all documents, information, or materials disclosed shall be marked "confidential"; the disclosing party shall use its best efforts to ensure that the Agreement is covered by a protective order, and the disclosing party shall notify the other of its intent to disclose all or part of the Agreement unless legally prohibited from doing so.

<u>Credit Approval</u>: This Agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. BTS may request an advance payment and/or deposit in accordance with MTSS and the provisions of its tariffs.

Charges & Payment: Unless otherwise provided in the Schedules, payment for Service, installation, and Monthly Recurring and Non-Recurring Charges, including applicable surcharges and federal, state, and local taxes shall be due 30 days from the date on the bill. If the bill is not paid by the due date, it then becomes past due. BTS shall present bills for Monthly Recurring Charges to the Customer monthly in advance of the month in which the Service is provided. Automatic payment through Checking or Credit/Debit Card Electronic Fund Transfer (EFT) is optional.

<u>Termination Liability</u>: Cancellation of Service by the Customer: If Customer terminates Service(s) at the assigned address before the completion of the initial Term or any subsequent renewal Term for any reason whatsoever other than service interruption (as defined within the applicable tariff or Competitive Telecommunications Service Guide), or if a Customer moves to another service address that BTS cannot service, the Customer agrees to pay BTS:

- (A) All Non-Recurring Charges reasonably expended by BTS to establish Service to Customer, plus
- (B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by BTS on behalf of Customer, plus
- (C) The pro-rata portion of any Special Offer provided by BTS to Customer, plus
- (D) The full amount of the Monthly Recurring Charges that would have been due to BTS by the Customer had the Service run to its full Term or renewal Term. Term is as defined in the Term of Agreement section.

Installation: The Company shall use reasonable efforts to make available services to a Customer in accordance with Minimum Telephone Service Standards ("MTSS"), on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in the applicable tariff or Competitive Telecommunications Service Guide. Where a Customer-unique service is being provided and/or where another carrier provider is involved in service provisioning, and the Company is unable to meet an MTSS standard interval, such appropriate information will be communicated to the Customer by the Company. In such cases, the Company would not guarantee specific date of availability and shall not be liable for any delays in commencing Service to any Customer. Service date will begin with the date of installation (billing date). The Company shall use reasonable efforts to maintain facilities to the Customer in accordance with MTSS provisions.

<u>Demarcations</u>: All services will be installed/terminated at the established Premise Demarcation Point. The Demarcation Point support, maintenance, repair, and moves are not the responsibility of BTS. Demarcation Extensions are the property and responsibility of the customer.

<u>Space/Access</u>: Customer shall provide at no charge, as specified from time to time by BTS, any needed personnel, equipment space, and power to operate BTS facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on Customer Premises. BTS shall have reasonable access to the conduit to Customer Premises and to its system equipment.

Hazardous Substances: Customer certifies that there are no hazardous substances (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation, but expressly including but not limited to asbestos containing materials) at any site where BTS is to perform Services, including but not limited to installation and maintenance of Service Equipment, under this Agreement. If BTS employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. BTS may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and by BTS. Performance obligations under this Agreement shall be extended for the delay caused by said clean-up or removal. Customer's failure to remove or contain the hazardous substance shall entitle BTS to terminate this Agreement without further liability. If BTS so terminates, Customer shall reimburse BTS for expenses incurred in performing this Agreement until termination.

<u>Facility & Equipment</u>: The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities and/or equipment installed by the Company, except upon the written consent of the Company.

Access & Network: BTS reserves the right to modify, change, add to or replace the BTS Network or the Service Equipment or any part thereof. Any such modification, change, addition or replacement shall be carried out at BTS's own expense and BTS shall use reasonable efforts to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the BTS Network physical interface or protocol used by the Customer in using Services.

Maintenance: BTS shall be responsible for the maintenance of the BTS Network and its Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by BTS or to repair damage or cure interruptions caused by the Customer or Customer's equipment. BTS reserves the right to pass through to Customer charges from third parties incurred in connection with establishing or maintaining Service including, without limitation, charges from building owners or other utilities for electrical service or for use of existing wiring or facilities.

Notice: Customer may choose to have notices and bills delivered via U.S Mail, or electronically. The Customer shall designate on the Service Order an appropriate address to which BTS shall deliver all notices and other communications, except that the Customer may also designate a separate address to which BTS's bills for Service shall be mailed or delivered electronically. BTS shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that BTS may designate a separate address on each bill for Service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the applicable tariff shall be in writing. Notices and other communications of either party, and all bills mailed by BTS, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received (including electronically) or refused by the addressee, whichever occurs first.

Warranty: BTS warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care in accordance with the terms of this Agreement, including the provision respecting Force Majuere. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES CONCERNING THE FITNESS OF THE SERVICES, SERVICE EQUIPMENT OR PRODUCTS OF BTS, OR ANY PART THEREOF, FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY AND SPECIFICALLY EXCLUDED.

BTS and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this Agreement, and that this Agreement is a valid and binding obligation of such party enforceable against it in accordance with its terms.

Force Majeure: Except with respect to the obligation to pay, neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof. In the event of such Force Majeure condition, the time for performance of that party's obligations shall be suspended and extended for a reasonable period of time following the conclusion of the Force Majeure condition.

Claims: To the maximum extent allowed by law, each party shall indemnify and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, and related costs, resulting from (A) any loss, destruction, or damage to property of the indemnified party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the indemnifying party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the indemnifying party.

Severability: In the event that one or more of the provisions in this Agreement shall for any reason be held to be illegal or unenforceable, such provision shall be severed from this Agreement and the balance of the Agreement shall remain in effect and further, such provision shall be revised only to the extent necessary to make such provision legal and enforceable; provided, however, that the Agreement as revised shall be consistent with the parties' original intent.

Amendments: This Agreement may only be amended in writing and any amendment must be agreed to and signed by both BTS and Customer.

<u>Transfer and Assignments</u>: Neither BTS nor the Customer may assign or transfer its rights or duties under this Agreement without the written consent of the other party, except that BTS may assign its rights and duties (A) to any subsidiary, parent, or affiliate of BTS, (B) pursuant to any sale or transfer of substantially all of the assets of BTS, or (C) pursuant to any financing, merger, or reorganization of BTS.

<u>Default</u>: If either party fails to perform any material obligation under this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a written default notice from the other party, then the non-defaulting party shall have the right to terminate this Agreement upon written notice to the defaulting party and seek any and all legal and equitable remedies.



Switched Local Service Schedule

Customer	; orm	Contract Type of Agreement	New 36 Mo	riths	
Floor City/State Zip Build Required?	Accep	tance of Term		٠ نسب	nitlal)
Contact Contact				· · · · · · · · · · · · · · · · · · ·	NRC
Sarvice	Qty	MRC		otal	Walved
Essential Line [Essential line includes rollover features, caller id with name, cell forward variable and virtually unlimited local celling (5000 minutes/line)]	5	\$ 21.95	5	109.75	
Monthly Total			\$	109.75	Walved

Service Commercial Local Business Line, Local and Foreign Exchange (FX) Trunk, and Local Station/Centrex level services defined in FUCO No. 2 and 5, MPSC No. 1-R and 1-U, and BTS Competitive Telecommunications Service Guide are offered for authorized, reasonable and lawful commercial use. Any other use may result in discontinuance of service. Commercial Local Line, Trunk and Station/Centrex services provide local calling while a Commercial Foreign Exchange Trunk provides local calling to another local Station/Centrex services provide local calling while a Commercial Foreign Exchange Trunk provides local calling to another local Station/Centrex services provide local calling while a Commercial Foreign Exchange Trunk provides local calling to another local Station/Centrex services to aminimum term ("Term") for each Service listed in the Schedule, The Term begins immediately upon the Term Customer agrees to a minimum term ("Term") for each Service listed in the Schedule, The Term or any renewal Term in a multi-service installation date, which shall also be the billing date. If, following the completion of the initial Term or any renewal Term in a multi-service installation date, which shall also be the billing date. If, following the completion of the initial Term or any renewal Term in a multi-service installation date, which shall also be the billing date. If, following the completion of the initial Term or any renewal Term in a multi-service installation date, which shall also be the billing date. If, following the completion of the initial Term or any renewal Term in a multi-service installation date, which shall also be the billing date. If, following the completion of the initial Term or any renewal Term in a multi-service installation date, which shall also be the billing date. If, following the completion of the initial Term or any renewal Term in a multi-service installation date, which shall also be the billing date.

Equipment Buckeys TelaSystem will provide a universal power supply (UPS) for power backup of TeleSystem VOIP telephony equipment. This equipment is not to be used for any other customer equipment. Following the initial warranty period, the customer will be responsible for the reptacement of the UPS. Customer may contact Buckeys TelaSystem for current options for reptacement of the UPS.

This paragraph is not a warranty

E-811. CUSTOMER MUST NOT MOVE, OR PERMIT TO BE MOVED, ANY BTS SERVICE EQUIPMENT OR PROPERTY TO ANY
OTHER ADDRESS CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE ADDRESS ASSOCIATED WITH AN EMERGENCY
911 CALL IS THE AUTHORIZED ADDRESS WHERE THE VOICE SERVICE WAS ORIGINALLY PROVIDED FOR ANY VOIP
911 CALL IS THE AUTHORIZED ADDRESS WHERE THE VOICE SERVICE WAS ORIGINALLY PROVIDED FOR ANY VOIP
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913 CALL IS THE AUTHORIZED ADDRESS WHERE THE VOICE SERVICE LOCATION WILL RESULT IN ANY EMERGENCY 911 CALL
ENDPOINT (VOIP EQUIPMENT) FROM THE ORIGINAL SERVICE LOCATION WILL RESULT IN ANY EMERGENCY 911 SERVICES
IDENTIFIED AS BEING FROM THE ORIGINAL SERVICE LOCATION, FURTHER, CUSTOMER
WILL BE LIMITED IF THE VOIP EQUIPMENT IS MOVED FROM THE ORIGINAL SERVICE LOCATION, FURTHER, CUSTOMER
EXPRESSLY ACKNOWLEDGES THAT THE VOIP EQUIPMENT MUST NOT BE LEFT UNPLUGGED OR WITH ITS BATTERY
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OUTLET, OR FROM THE GROUND BLOCK OUTSIDE THE BUILDING ANY OF THOSE ACTIONS WILL LIMIT ACCESS TO

By initialing, the customer agrees to the term of the agreement specified above, acknowledges acceptance of the Retail Master Torms and Conditions stached or available at www.buckeye-telesystem dom and any Switched Services Terms and Conditions listed above or available at www.buckeye-telesystem com. They are authorized to make this decision on behalf of the customer, and agreed to be bound by them Customer may also request a fax copy of the Retail Master and/or Switched Services Terms and Conditions by calling (419) 724-9898



National/Long Distance Service Schedule

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Continental US	\$0 123	\$0.423	\$0.179	\$0.487	\$0.524
AK & HI	\$0.490	\$0.625	\$0.625	\$0.362	\$0.399
Canada	\$0.294	\$1.170	\$0.412 \$0.679	\$0.377	\$0.414
PR & USV	\$0.211	\$0.575	\$U 010	44121	

Services: Commercial National/Long Distance Switched, Switch-lose, Dedicated, Catling Card, and Audio Conferencing Voice sorvices, and Long Haul Data Transport services as defined in PUCO No. 4, MPSC No. 1-R and 1-U, and FCC rules and regulations are offered for authorized, reasonable and lawful commercial use. Any other use may result in discontinuance of service. Outbound Long Distance is Continental/Domestic in-state and state-to-state calling only Duration of each call is rated in 6 second increments. Inbound Toll Froe Long Distance is Continental/Domestic in-state and state-to-state calling. Outbound Off-Shore and international calls will vary depending on destination/country called. Calling card rates are based upon origination and termination Lorm. Customer agrees to a minimum term ("Term") for each Service listed in the Schudule. The Term begins immediately upon the service installation date, which shall also be the billing date. If, following the completion of the initial Term or any reason in a multi-year agreement with respect to each Service, the Customer transitions to a month-to-month agreement for any reason whetever, the Customer agrees to pay 8TS the then applicable Monthly Recurring Charges for Services and any increase in direct and/or third party expenses to provide Service to the Customer.

By initialing, the customer agrees to the term of the agreement specified above, acknowledges acceptance of the term of the agreement specified above, acknowledges acceptance of the term and Conditions attached or available at www buckeye-telesystem.com, They are authorized to make this decision on behalf of the customer, listed above or available at www.buckeye-telesystem.com, They are authorized to make this decision on behalf of the customer, and agreed to be bound by them. Customer may place request a fax copy of the Rotali Master and/or National. Services Terms and Conditions by calling (419) 724-9898.



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Bill Name				
Bill Address		i		
Flr/Room				
City/State				•
Zip	<u> </u>			
Billing Contac				
Contact Tel #		•		
Sales Rep			Tax Exempt: No	- -
	Schedule	Attached	Term]
	Switched Local Services	Х	36 Months	
	National/Long Distance Services	Х	36 Months	
	Facility Transport and Lease Space Services			
	Internet Access Services	Х	36 Months	
	Signature by the Authorized Customer Represente accordance with the Retall Master Term www.buckeye-telesystem.com and Facismile/Scanned signatures and initials shall be su	s and Conditions a I the attached Se	attached or available at rvice Schedule(s).	
Aut	horized Cusion, ye	_		i ivudons
•	I ITIE			
<u> </u>	Date	-	Date	

The information contained herein is confidential and proprietary and should not be disclosed.



Buckeye TeleSystem, Inc. Retail Master Terms and Conditions

These Master Terms and Conditions are a part of and incorporated into the Retail Master Service Agreement between Buckeye TeleSystem, Inc. ("BTS") and Customer.

<u>Definitions</u>: In addition to definitions provided in filed tariffs and published telecommunications competitive service guides and supplied elsewhere in this Agreement, the following words shall have the meanings:

Authorized Service is to be solely consumed by the commercial business (end user) and is not for resale.

<u>Dedicated</u>
Long Distance Service provided via a Special Access Circuit.

<u>Demarcation</u>
Point at which the service provider network ends and connects with the wiring/distribution at the

customer premise

FX Foreign Exchange is a number foreign to a central office and is not provided E-911 service..

<u>Line</u> Commercial Business Line or Digital/Basic Rate Interface Line level service

<u>Master Service Agreement</u> Includes Master Terms and Conditions, Service Schedules, Letter of Agency and Authorization,

Emergency Contacts, and Telephone Number Directory Information.

Monthly Recurring Charges Monthly Charge for Service

MTSS Minimum Telephone Service Standards as defined by State Regulatory Commissions

Non-Recurring Charges One-Time Charge for Service

POP Point-of-Presence for Interexchange Carrier Services

Schedule(s) Document describing the Service(s) to be provided by BTS to Customer and specifies the pricing and

additional Terms and Conditions of the Agreement.

Service being purchased by Customer from BTS under this Agreement, e.g., Switched Local via a

Business Line or ISDN Prime Rate Interface Trunk or Facility Service such as a Ethernet Native LAN

Extension.

Service Equipment Any company provided equipment for the purpose of providing service.

Service Order Physical document that describes the services purchased and to be billed to customer.

SPAM Any unsolicited commercial email, or any bulk e-mailing (unsolicited or otherwise) that poses a risk of

disrupting service on Buckeye's network. It is usually sent in large quantities to recipients who have

not specifically opted or chosen to receive it.

SPIT Any unsolicited, unwanted, automatically-dialed, pre-recorded Voice-over-IP phone calls that pose a

risk of disrupting service on Buckeye's network. It is usually sent in large quantities to recipients who

have not specifically opted or chosen to receive it.

Special Access Regulated Private Line Transport Service either a Point-to-POP or Point-to-Point.

Station -- Commercial Analog or Digital/ISDN Basic Rate Interface Centrex Station level service

Switched Long Distance Service provided in conjunction with Local Voice Service

Switch-less Long Distance Service provided without Local Voice Service

Trunk Commercial Analog, Digital, ISDN Prime Rate Interface Trunk level service

General: The Service is furnished on the condition that it will be used only for authorized and lawful purposes. The Service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of BTS. BTS has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like Services at the price specified in this Agreement.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio for Ohio customers, and the rules of the Michigan Public Service Commission for Michigan customers, as well as BTS's tariffs on file in each state or BTS Competitive Telecommunications Service Guides published for each state for customers in those states, and to the extent applicable, federal laws and regulations, including FCC rules and regulations.

Services: Services may generally be described as tariffed (PUCO No. 2, 3, 4, 5; MPSC No. 1-R, 2-R) and/or non-tariffed telecommunications (BTS Competitive Telecommunications Service Guide) and unregulated (MPSC No. 1-U) and information services, which may be custom designed to meet unique customer requirements on a one-time basis. Such services may be provided by BTS solely or in conjunction with another communications provider.

<u>Term of Agreement</u>: Customer agrees to a minimum term ("Term") for each Service listed in the attached Schedules. The Term begins immediately upon the service installation date, which shall also be the billing date.

Non-Disclosure: All prices, products, configurations, terms and conditions associated with this Agreement are proprietary to BTS and shall not be disclosed by Customer to any party outside of Customer's business entity. BTS reserves the right to immediately terminate Service(s) and apply all applicable liquidated damages for failure to comply with this non-disclosure provision, and to seek any other legal or equitable remedy, including but not limited to injunctive relief. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such information. Any and all documents, information, or materials disclosed shall be marked "confidential"; the disclosing party shall use its best efforts to ensure that the Agreement is covered by a protective order, and the disclosing party shall notify the other of its intent to disclose all or part of the Agreement unless legally prohibited from doing so.

Credit Approval: This Agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. BTS may request an advance payment and/or deposit in accordance with MTSS and the provisions of its tariffs.

Charges & Payment: Unless otherwise provided in the Schedules, payment for Service, installation, and Monthly Recurring and Non-Recurring Charges, including applicable surcharges and federal, state, and local taxes shall be due 30 days from the date on the bill. If the bill is not paid by the due date, it then becomes past due. BTS shall present bills for Monthly Recurring Charges to the Customer monthly in advance of the month in which the Service is provided. Automatic payment through Checking or Credit/Debit Card Electronic Fund Transfer (EFT) is optional.

<u>Termination Liability</u>: Cancellation of Service by the Customer: If Customer terminates Service(s) at the assigned address before the completion of the initial Term or any subsequent renewal Term for any reason whatsoever other than service interruption (as defined within the applicable tariff or Competitive Telecommunications Service Guide), or if a Customer moves to another service address that BTS cannot service, the Customer agrees to pay BTS:

- (A) All Non-Recurring Charges reasonably expended by BTS to establish Service to Customer, plus
- (B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by BTS on behalf of Customer, plus
- (C) The pro-rata portion of any Special Offer provided by BTS to Customer, plus
- (D) The full amount of the Monthly Recurring Charges that would have been due to BTS by the Customer had the Service run to its full Term or renewal Term. Term is as defined in the Term of Agreement section.

Installation: The Company shall use reasonable efforts to make available services to a Customer in accordance with Minimum Telephone Service Standards ("MTSS"), on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in the applicable tariff or Competitive Telecommunications Service Guide. Where a Customer-unique service is being provided and/or where another carrier provider is involved in service provisioning, and the Company is unable to meet an MTSS standard interval, such appropriate information will be communicated to the Customer by the Company. In such cases, the Company would not guarantee specific date of availability and shall not be liable for any delays in commencing Service to any Customer. Service date will begin with the date of installation (billing date). The Company shall use reasonable efforts to maintain facilities to the Customer in accordance with MTSS provisions.

<u>Demarcations</u>: All services will be installed/terminated at the established Premise Demarcation Point. The Demarcation Point support, maintenance, repair, and moves are not the responsibility of BTS. Demarcation Extensions are the property and responsibility of the customer.

Space/Access: Customer shall provide at no charge, as specified from time to time by BTS, any needed personnel, equipment space, and power to operate BTS facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on Customer Premises. BTS shall have reasonable access to the conduit to Customer Premises and to its system equipment.

Hazardous Substances: Customer certifies that there are no hazardous substances (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation, but expressly including but not limited to asbestos containing materials) at any site where BTS is to perform Services, including but not limited to installation and maintenance of Service Equipment, under this Agreement. If BTS employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. BTS may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and by BTS. Performance obligations under this Agreement shall be extended for the delay caused by said clean-up or removal. Customer's failure to remove or contain the hazardous substance shall entitle BTS to terminate this Agreement without further liability. If BTS so terminates, Customer shall reimburse BTS for expenses incurred in performing this Agreement until termination.

Facility & Equipment: The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities and/or equipment installed by the Company, except upon the written consent of the Company.

Access & Network: BTS reserves the right to modify, change, add to or replace the BTS Network or the Service Equipment or any part thereof. Any such modification, change, addition or replacement shall be carried out at BTS's own expense and BTS shall use reasonable efforts to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the BTS Network physical interface or protocol used by the Customer in using Services.

Maintenance: BTS shall be responsible for the maintenance of the BTS Network and its Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by BTS or to repair damage or cure interruptions caused by the Customer or Customer's equipment. BTS reserves the right to pass through to Customer charges from third parties incurred in connection with establishing or maintaining Service including, without limitation, charges from building owners or other utilities for electrical service or for use of existing wiring or facilities.

Notice: Customer may choose to have notices and bills delivered via U.S Mail, or electronically. The Customer shall designate on the Service Order an appropriate address to which BTS shall deliver all notices and other communications, except that the Customer may also designate a separate address to which BTS's bills for Service shall be mailed or delivered electronically. BTS shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that BTS may designate a separate address on each bill for Service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the applicable tariff shall be in writing. Notices and other communications of either party, and all bills mailed by BTS, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received (including electronically) or refused by the addressee, whichever occurs first.

<u>Warranty</u>: BTS warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care in accordance with the terms of this Agreement, including the provision respecting Force Majuere. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES CONCERNING THE FITNESS OF THE SERVICES, SERVICE EQUIPMENT OR PRODUCTS OF BTS, OR ANY PART THEREOF, FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY AND SPECIFICALLY EXCLUDED.

BTS and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this Agreement, and that this Agreement is a valid and binding obligation of such party enforceable against it in accordance with its terms.

Force Majeure: Except with respect to the obligation to pay, neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof. In the event of such Force Majeure condition, the time for performance of that party's obligations shall be suspended and extended for a reasonable period of time following the conclusion of the Force Majeure condition.

Claims: To the maximum extent allowed by law, each party shall indemnify and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, and related costs, resulting from (A) any loss, destruction, or damage to property of the indemnified party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the indemnifying party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from and to the extent caused by the act or omission of the indemnifying party.

Severability: In the event that one or more of the provisions in this Agreement shall for any reason be held to be illegal or unenforceable, such provision shall be severed from this Agreement and the balance of the Agreement shall remain in effect and further, such provision shall be revised only to the extent necessary to make such provision legal and enforceable; provided, however, that the Agreement as revised shall be consistent with the parties' original intent.

Amendments: This Agreement may only be amended in writing and any amendment must be agreed to and signed by both BTS and Customer.

Transfer and Assignments: Neither BTS nor the Customer may assign or transfer its rights or duties under this Agreement without the written consent of the other party, except that BTS may assign its rights and duties (A) to any subsidiary, parent, or affiliate of BTS, (B) pursuant to any sale or transfer of substantially all of the assets of BTS, or (C) pursuant to any financing, merger, or reorganization of BTS.

<u>Default</u>: If either party fails to perform any material obligation under this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a written default notice from the other party, then the non-defaulting party shall have the right to terminate this Agreement upon written notice to the defaulting party and seek any and all legal and equitable remedies.



Switched Local Service Schedule

	Customer		(Contract Type	New		
	Svc Address		Term	of Agreement	36 Mor	nths	
	Floor					r	
	City/State		Accep	tance of Term	<u> </u>	<u>:</u>	(initial)
	Zip						
В	uild Required?						
Cus	tomer Contact						
	Contact Tel # _						
	Service		Qty	MRC	To	otal	NRC
	Business Line / Message Rate*		1	\$ 17.50	\$	17.50	Waived
					}		
					 		
	*Message Rate billed at \$0.07						
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	lemanianis accontinuamentaminem principalitamicas accon	Monthly Total		amena de menugar	\$	17.50	Waived
				 	<u> </u>		
			1				

Service: Commercial Local Business Line, Local and Foreign Exchange (FX) Trunk, and Local Station/Centrex level services defined in PUCO No. 2 and 5, MPSC No. 1-R and 1-U, and BTS Competitive Telecommunications Service Guide are offered for authorized, reasonable and lawful commercial use. Any other use may result in discontinuance of service. Commercial Local Line, Trunk and Station/Centrex services provide local calling while a Commercial Foreign Exchange Trunk provides local calling to another local Term: Customer agrees to a minimum term ("Term") for each Service listed in the Schedule. The Term begins immediately upon the service installation date, which shall also be the billing date. If, following the completion of the initial Term or any renewal Term in a multivear agreement with respect to each Service, the Customer transitions to a month-to-month agreement for any reason whatsoever, the Customer agrees to pay BTS the then applicable Monthly Recurring Charges for Services and any increase in direct and/or third party expenses to provide Service to the Customer

Equipment: Buckeye TeleSystem will provide a universal power supply (UPS) for power backup of TeleSystem VOIP telephony equipment. This equipment is not to be used for any other customer equipment. Following the initial warranty period, the customer will be responsible for the replacement of the UPS. Customer may contact Buckeye TeleSystem for current options for replacement of the

UPS. This paragraph is not a warranty.

E-911: CUSTOMER MUST NOT MOVE, OR PERMIT TO BE MOVED, ANY BTS SERVICE EQUIPMENT OR PROPERTY TO ANY OTHER ADDRESS. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE ADDRESS ASSOCIATED WITH AN EMERGENCY 911 CALL IS THE AUTHORIZED ADDRESS WHERE THE VOICE SERVICE WAS ORIGINALLY PROVIDED. FOR ANY VOIP SERVICE CUSTOMER RECOGNIZES THAT MOVEMENT OF THE VOICE-ENABLED BROADBAND MODEM OR IP-ENABLED ENDPOINT (VOIP EQUIPMENT) FROM THE ORIGINAL SERVICE LOCATION WILL RESULT IN ANY EMERGENCY 911 CALL IDENTIFIED AS BEING FROM THE ORIGINAL SERVICE LOCATION. THEREFORE, ACCESS TO EMERGENCY 911 SERVICES WILL BE LIMITED IF THE VOIP EQUIPMENT IS MOVED FROM THE ORIGINAL SERVICE LOCATION. FURTHER, CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE VOIP EQUIPMENT MUST NOT BE LEFT UNPLUGGED OR WITH ITS BATTERY REMOVED, AND THE COAXIAL/COPPER CABLE MUST NOT BE DISCONNECTED FROM THE MODEM, FROM THE WALL OUTLET. OR FROM THE GROUND BLOCK OUTSIDE THE BUILDING. ANY OF THOSE ACTIONS WILL LIMIT ACCESS TO

By initialing, the customer agrees to the term of the agreement specified above, acknowledges acceptance of the Retail Master Terms and Conditions attached or available at www.buckeye-telesystem.com and any Switched Services Terms and Conditions listed above or available at www.buckeye-telesystem.com. They are authorized to make this decision on behalf of the customer, and agreed to be bound by them.

Customer may also request a fax copy of the Retail Master and/or Switched Services Terms and Conditions by calling (419) 724-9898.



National/Long Distance Service Schedule

Custome. Svc Address	·	Contract Ty	pe New
Floor		Term of Agreeme	nt 36 Months
City/State Zip			,
Customer Contact		Marthia Commitment	\$0.00
Contact Tel #		Monthly Commitment Non Reoccurring Charges	\$0.00

onth-to-Month			Acceptance of Term: 🚆	: Initial	
Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.06	\$0.06	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.06	\$0.06	Us Virgin Islands		\$0.11
tribound over				Alaska	\$0.51
International	Canada	\$0.05		Hawaii	\$0.07

12 Months			Acceptance of Term:		arianang
Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.049	\$0.049	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.049	\$0.049	US	Virgin Islands	\$0,11
Tribouria ozot				Alaska	\$0.51
International	Canada	\$0.05		Hawaii	\$0.07

24 Months	4 Months Acceptance of Term:						
Domestic	Intrastate	Interstate	Off Shore				
Outbound 1+	\$0,440	\$0,440	Outbound +1	Puerto Rico	\$0.11		
Inbound 8xx	\$0.440	\$0,440	US	Virgin Islands	\$0.11		
THOO GIVE ON THE			· · · · · · · · · · · · · · · · · ·	Alaska	\$0.51		
International	Canada	\$0.05		Hawali	\$0.07		

36 Months	Acceptance of Term:								
Domestic	Intrastate	Interstate	Off Shore						
Outbound 1+	\$0,029	\$0,029	Outbound +1	Puerto Rico	\$0.11				
Inbound 8xx	\$0.035	\$0.035	ÜS	S Virgin Islands	\$0.11				
Canada 8XX	\$0.13	\$0.13		Alaska	\$0.51				
International	Canada	\$0.05		Hawaii	\$0.07				

Continental US	AK& HI	PR & USVI	<u>Guam</u>	<u>N Mariana IS.</u>
\$0.123	\$0.423	\$0.179	\$0.328	\$0,365
\$0.490	\$0.625	\$0.625	\$0.487	\$0.524
	\$1.170	\$0,412	\$0,362	\$0.399
	\$0.575	\$0.679	\$0.377	\$0.414
		\$0.123 \$0.423 \$0.490 \$0.625 \$0.294 \$1.170	\$0.123 \$0.423 \$0.179 \$0.490 \$0.625 \$0.625 \$0.294 \$1.170 \$0.412	\$0.123 \$0.423 \$0.179 \$0.328 \$0.490 \$0.625 \$0.625 \$0.487 \$0.294 \$1.170 \$0.412 \$0.362

Service: Commercial National/Long Distance Switched, Switch-less, Dedicated, Calling Card, and Audio Conferencing Voice services, and Long Haul Data Transport services as defined in PUCO No. 4, MPSC No. 1-R and 1-U, and FCC rules and regulations are offered for authorized, reasonable and lawful commercial use. Any other use may result in discontinuance of service. Outbound Long Distance is Continental/Domestic in-state and state-to-state calling only. Duration of each call is rated in 6 second increments. Inbound Toll Free Long Distance is Continental/Domestic in-state and state-to-state calling. Outbound Off-Shore and International calls will vary depending on destination/conintry called. Calling card rates are based upon ordination and Term: Customer agrees to a minimum term ("Term") for each Service listed in the Schedule. The Term begins immediately upon the service installation date, which shall also be the billing date. If, following the completion of the initial Term or any renewal Term in a multi-year agreement with respect to each Service, the Customer transitions to a month-to-month agreement for any reason whatsoever, the Customer agrees to pay BTS the then applicable Monthly Recurring Charges for Services and any increase in direct and/or third party expenses to provide Service to the Customer

By initiating, the customer agrees to the term of the agreement specified above, acknowledges acceptance of the Retail Master Terms and Conditions attached or available at www.buckeye-telesystem.com and any National Services Terms and Conditions listed above or available at www.buckeye-telesystem.com. They are authorized to make this decision on behalf of the customer, and agreed to be bound by them. Customer may also request a fax copy of the Retail Master and/or National Services Terms and Conditions by calling (419) 724-9898.



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Customer			Bill Nar				
Svc Address			Sec Bill		- E.		
Floor			Bill Add	_			
City/State	THE Same		Fir/Roo	_			Section in processing with
Zip			City/Sta		-		
•			Zip				
Customer Co	ontact		Billing (Contact			
Contact Tel ?	#		Contact	Tel#			
•					ax Exemp d Required		
Switched Lo	cal Services		Monthi	v Unit 1	054	Mo	nthly Tota
	dard System Features		\$	43.00	Qty 1	S	
Analog Centre	ex Station	***************************************	\$	15.00	8	\$	43.00 120.00
Flat Rate Usa		·	\$	6.75	8	\$ \$	54.00
7,10,10			4	0.73	<u> </u>	Ψ	J4.U
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						+-	
Monthly Total	/Switched					\$	217.00
Monthly Tota	I/Switched/Facility	•				\$	627.00
Non Reaccum	ing Charges						Waived
	Schedule			Term		7	
	Switched Local Service	S		36 Mont	h	1	
	Additional Schedules	Attach		Term		7	
	National Services	Х	,	36 Mont	h	1	
	Facility Services	Х		36 Mont		1	
	Internet Services					1	
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Master Terms & Conditions

Term of Agreement: Customer agrees to a minimum term length and service type as indicated in the attached Schedules, which are provided by Buckeye TeleSystem (BTS). Term begins immediately upon the service installation (billing) date. If Customer following the completion of the initial term transitions to a Month-To-Month agreement for any reason whatsoever the Customer agrees to pay any increase in direct and/or third party expenses to provide service to the Customer by the Company.

General: The service is furnished on the condition that it will be used only for authorized and lawful purposes. The service is offered subject to the availability of facilities and may be limited from time to time for reasons beyond the control of Company. Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the Network. Customer has the right to purchase additional like products at the price specified herein.

Governing Law: This Agreement is governed by and subject to the laws of the State of Ohio, the rules of the Public Utilities Commission of Ohio, the FCC and the tariffs of BTS

Non-Disclosure: All prices, terms and conditions associated with this Agreement are proprietary to Company and will not be disclosed by Customer to any party outside of Customer's business entity.

Charges & Payment: Payment for service, installation, and monthly recurring and Non-Recurring Charges, including applicable federal, state, and local taxes shall not be due earlier than 19 days from the date on the bill. If the bill is not paid by the due date (usually within 30 days of receipt), it then becomes past due. The Company shall present bills for Recurring charges monthly to the Customer in advance of the month which service is provided.

Limitation of Liability: The Company will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any Company service, equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company shall not be liable for any delay or failure of performance or service, equipment, or reclines, or the acts of ornissions or negligerice of the company's employees or agents. The company small not be liable for any delay or nature or performance or equipment due to causes not reasonably within its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department or agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way.

Termination Penalties: Cancellation of Service by the Customer:

If a Customer terminates services at the above service address before the completion of the initial term or any subsequent renewal terms for any reason whatsoever other than service interruption (as defined within the applicable tariff), or if a Customer moves to another service address that Company cannot service the Customer agrees to pay:

A) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus

- (B) Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus (C) The prorate portion of a Retention Incentive Offer provided by Company to Customer, plus
- (D) The full amount of monthly recurring charges that would have been due too the Company by the Customer had the contract run to term.

Severability: In the event that one or more of the provisions herein shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable; provided, however, that the agreement as revised is consistent with the parties' original intent.

Warranty: Buckeye warrants that Services shall be performed in a timely and professional manner and with reasonable skill and care. SAVE AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (INCLUDING BUT NOT LIMITED TO ANY CONCERNING THE FITNESS OF THE SERVICES OR ANY PART THEREOF FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED. Company and Customer each represents and warrants that it has full legal power, right, and authority to execute and perform this agreement, and that this agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement is a valid and binding obligation enforceable against it in accordance with the terms of the agreement.

Maintenance: Buckeye shall be responsible for the maintenance of the Buckeye Network and Service Equipment and shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by Buckeye or to repair damage or interruptions caused by the Customer or Customer's

Amendments: This Agreement may only be amended in writing and any amendment must be agreed to and signed by both Company and Customer.

Notice: The customer may choose to have notices and bills delivered via U.S Mail, in person, or electronically. The Customer shall designate on the Service Order an appropriate address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate address to which the company's bills for service shall be mailed or delivered electronically. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail or hand deliver payment on that bill. Arrangements also can be made for credit card or electronic transfer of funds to pay bills. All notices or other communications required to be given pursuant to the tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication,

Claims: With respect to any service or facility provided by the Company, each party shall indemnify, and defend the other party from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for (A) any loss, destruction, or damage to property of the Indemnified Party or any third party, or the death of or injury to persons, to the extent the loss, destruction, damage, death, or injury was caused by or resulted from the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, representatives, or invitees; and (B) infringement of any copyright, patent, trade secret, or any proprietary or Intellectual property right of any third party, arising from and to the extent caused by the act or omission of the Indemnifying party

Special Provisions: (1) Buckeye TeleSystem's responsibility, other than specified herein, is to provide voice, data and video services to Customer per its tariff rates and charges within MTSS standard interval of installation in accordance with possible exceptions stated on Page 1 (2)The information contained herein is confidential and proprietary and should not be disclosed. Where disclosure is required by appropriate legal means, the party receiving notice shall immediately communicate with the other party the source, timing and use of such

Force Majeure: Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part

Default: If either party falls to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.

Insolvency: If either party falls to perform any material obligation within this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting

Hazardous Substances: Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation) at any site where Buckeye is to perform services under this Agreement. If during such performance Buckeye employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Buckeye may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and Buckeye. Performance obligations under this Agreement shall be extended for the delay caused by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Buckeye to terminate this Agreement without further liability. If Buckeye so terminates, Customer shall reimburse Buckeye for expenses incurred in performing this Agreement until termination.

Credit Approval: This agreement is subject to customer establishment of creditworthiness in accordance with established MTSS provisions. The Company may request an advance payment and/or deposit in accordance with MTSS and the provisions of its filed tariff referenced above.

Facilities and Equipment: The Customer shall provide at all times suitable secure accommodation, assistance, facilities, and environmental conditions for the installation and housing of Service Equipment; and all necessary electrical power supplies and other installations and fittings and for the commissioning and provision of Service. The Customer shall assure that such preparation and provision are effected at the Customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the specifications provided by Buckeye

Standard of Service: Buckeye reserves the right to modify, change, add to or replace the Buckeye Network or the Service Equipment or any apparatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Buckeye's own expense and Buckeye shall use reasonable endeavors to ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the Buckeye Network physical interface or protocol used by the Customer in using



Schedule 2: National Switches Services 36 Month Agreement (nitial)

The Access Type and Service designated will be provided in accordance with the tariffs filed with the Federal Communications Commission and the Public Utilities Commission of Ohio.

Domestic	Intrastate	Interstate	Off Shore		
Outbound 1+	\$0.029	\$0,029	Outbound +1	Puerto Rico	\$0.11
Inbound 8xx	\$0.035	\$0.035		US Virgin Islands	\$0.11
Canada 8XX	\$0.13	\$0.13		Alaska	\$0.51
<u>International</u>	Canada	\$0.05		Hawaii	\$0.07

Calling Cards					
From: / To:	Continental US	AK& HI	PR & USVI	Guam	N Mariana IS.
Continental US	\$0.123	\$0.423	\$0.179	\$0.328	\$0.365
<u>AK & HI</u>	\$0.490	\$0.625	\$0.625	\$0.487	\$0.524
<u>Canada</u>	\$0.294	\$1.170	\$0.412	\$0.362	\$0.399
<u>PR & USVI</u>	\$0.211	\$0.575	\$0.679	\$0.377	\$0.414

Monthly Commitment	<u>\$0.00</u>
Non Recurring Charges	<u>\$0.00</u>

Customer		_	
Svc Address			
Floor			
City/State		***************************************	
Zip	\		***************************************

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Case No(s). 08-1017-TP-CTR

Summary: Application Telecommunications Application and 16 Contracts electronically filed by Stephen M Howard on behalf of Buckeye Telesystem, Inc.